



**OIL INDIA LIMITED**

## **BID DOCUMENT**

**Tender NO. : CGI 9761P22**

**HIRING OF ENGINEERING AND PROJECT  
MANAGEMENT CONSULTANT (EPMC)  
SERVICES FOR “CONSTRUCTION OF  
CENTRALIZED CORE REPOSITORY  
INSIDE OIL’S PHQ PREMISES AT  
NARANGI, GUWAHATI, ASSAM”**

**OIL INDIA LIMITED  
(A Government of India Enterprise)**

**CONTRACTS SECTION, PHQ**  
**P.O. Udayan Vihar– 781171, Guwahati, ASSAM**

OIL INDIA LIMITED (OIL) invites Bids through its E-Procurement portal “<https://etender.srm.oilindia.in/irj/portal>” for the following services under **Single Stage Composite** bid system.

<b>1.0 IFB No.</b>	<b>CGI9761P22</b>
Service Requirement	<b>HIRING OF ENGINEERING AND PROJECT MANAGEMENT CONSULTANT (EPMC) SERVICES FOR “CONSTRUCTION OF CENTRALIZED CORE REPOSITORY INSIDE OIL’S PHQ PREMISES AT NARANGI, GUWAHATI, ASSAM”</b>
Cost of Bid Document	<b>NIL</b>
Bid Security(EMD)	<b>NIL</b>
Period of Sale of Bid Document/Issue of User ID & Password	<b>As per online data</b>
Bid Closing /Opening Date & Time	<b>As per online data</b>

- 2.0 For participation, the application(s) on applicant’s letter pad with a request for USER ID & PASSWORD is to be submitted /sent to reach the **Office of GM-Contracts, Contracts section, Pipeline Head Quarter, Oil India Limited, P.O. Udayan Vihar, Assam-781171** within the period of sale (inclusive both the days i.e. start date & end date) of Bid document.

***Alternatively, applicants already having User ID & Password for OIL’s E-procurement portal can register against the IFB.***

In case the Bidder(s) send their application for Bid Documents in sealed envelopes, the following must be super scribed on the envelope along with the name & registered postal address of the bidder in typed format or in clear legible handwriting:

“Application- IFB No.: CGI9761P22

Description of Services: **HIRING OF ENGINEERING AND PROJECT MANAGEMENT CONSULTANT (EPMC) SERVICES FOR “CONSTRUCTION OF CENTRALIZED CORE REPOSITORY INSIDE OIL’S PHQ PREMISES AT NARANGI, GUWAHATI, ASSAM”**

- 2.1 Amongst others, the Bidder(s) must also provide the following information in the application for request for Bid documents: (i) Valid e-mail ID (ii) Registered Postal Address with PIN code (iii) Vendor Code with OIL (if available) (iv) Mobile No. /Telephone No/Fax No.
- 2.2 No physical Bid documents will be provided. USER\_ID and initial PASSWORD will be communicated to the bidder through e-mail at the e-mail address provided along with request for bid documents as mentioned in 2.2(i) above and will be allowed to participate in the bidding through OIL’s E-Procurement portal.
- 2.3 a) Bidders without having E-tender Login ID and Password should complete their online registration at least seven (7) days prior to the scheduled bid closing date and time of the tender. For online registration, Bidder may visit the OIL’s E-tender site <https://etender.srm.oilindia.in/irj/portal>

- b) Necessary Login ID & Password will be issued by OIL only after submitting the complete online registration by the Bidder. In the event of late registration/incomplete registration by Bidder, OIL INDIA LIMITED shall not be responsible for late allotment of User ID & Password and request for bid closing date extension on that plea shall not be entertained by Company.
- c) **No Bid security is applicable against this tender. However Bid Security declaration as per Annexure-D to be furnished by the bidders along with the technical RFx.**
- d) For availing benefits under Public Procurement Policy (Purchase preference), the interested MSE Bidders must ensure that they are the manufacturer/ service provider of tendered item(s) and registered with the appropriate authority for the said item(s).. If the technical offer does not include a valid copy of relevant MSE Certificate issued by appropriate authority specifying the item as per tender will be summarily rejected. Late communication in this regard and request for bid closing date extension on that plea shall not be entertained by Company

3.0 EXEMPTION OF EMD: Not applicable.

4.0 The details of IFB can be viewed using “Guest Login” provided in the E-Procurement portal and also in OIL’s web site [www.oil-india.com](http://www.oil-india.com). The link to OIL’s E-Procurement portal has also been provided through OIL’s web site [www.oil-india.com](http://www.oil-india.com)

**Note:** All corrigenda, amendments, time extension, clarifications etc. if any to the above tender will be hosted on OIL’s website and in the e-portal <https://etenders.srm.oilindia.in/irj/portal> only and no separate notification shall be issued in the press. Prospective bidders are requested to regularly visit the website and e-portal to keep themselves updated.

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**OIL INDIA LIMITED**  
**(A Government of India Enterprise)**  
**CONTRACTS SECTION, PHQ**  
**P.O. Udayan Vihar – 781171, Guwahati, ASSAM**

OIL INDIA LIMITED invites ON-LINE BIDS from eligible Bidders/Firms for the following mentioned works/services under **SINGLE STAGE COMPOSITE BID System** through its e-Procurement site .

**DESCRIPTION OF WORK/ SERVICE:**

**HIRING OF ENGINEERING AND PROJECT MANAGEMENT CONSULTANT (EPMC) SERVICES FOR “CONSTRUCTION OF CENTRALIZED CORE REPOSITORY INSIDE OIL’S PHQ PREMISES AT NARANGI, GUWAHATI, ASSAM”**

<b>IFB NO:</b>	<b>CGI9761P22</b>
<b>Type of IFB:</b>	Single Stage Composite Bid System
<b>Location:</b>	<b>Inside Pipeline Headquarters, OIL, Narangi Guwahati, Assam</b>
<b>Contract Period:</b>	<b>37 MONTHS from the date of issuance of LOA/WO. (including defect liability period of 12 Months)</b>
<b>Mobilisation Period:</b>	<b>10 (Ten) days</b> from the Kick - off Meeting.
<b>Pre-Bid meeting</b>	As per online data
<b>Technical Bid Closing/ Opening Date &amp; Time:</b>	As per online data
<b>Price Bid Opening Date &amp; Time:</b>	As per online data
<b>Bid Submission Mode:</b>	Bid should be submitted online in OIL’s E-Procurement Portal
<b>Bid Form Submission:</b>	Bid Form Proforma-I to be submitted along with Technical Bid
<b>Bid Opening Place:</b>	Office of the GM-Contracts, Oil India Limited, Guwahati- 781171, Assam
<b>Bid Validity:</b>	<b>90 days</b> from Bid opening date
<b>Bid Security Amount:</b>	<b>NIL</b>
<b>Amount Of Performance Security:</b>	<b>3% of the Annualized contract value.</b>
<b>Validity of Performance Security:</b>	<b>03 Months beyond validity of contract.</b>

- a) Bidders to confirm that in the event of award of Contract, bidder will submit **Performance Security Deposit @ 3% of the annualized contract value** and this will not earn any interest.

**A Bank Guarantee in the prescribed format issued by any of the following Bank is only acceptable:**

- i) Any schedule Indian Bank or Any Branch of an International bank situated in India and registered with Reserve Bank of India as scheduled foreign bank in case of domestic bidder OR**

- ii) Any foreign Bank which is not a Scheduled Bank in India, provided the Bank Guarantee issued by such Bank is counter-guaranteed by any Branch situated in India of any Scheduled Bank incorporated in India.

Bank Guarantee issued by a scheduled Bank in India at the request of some other Non-Scheduled Bank of India shall not be acceptable.

The bank guarantee issued by the bank must be routed through SFMS platform as per the following details:

- a) (i) “MT760/ MT760 COV for issuance of bank guarantee”  
(ii) “MT767/ MT767 COV for issuance of bank guarantee”

The above message/ intimation shall be sent through SFMS by the BG issuing bank branch to Axis Bank, Guwahati Branch, IFS Code- UTIB0000140, Branch Address – Axis Bank Ltd, Guwahati Branch, Chibber House, G S Road, Dispur, Assam, PIN- 781005.”

- b) The vendor shall submit to OIL the copy of SFMS message as sent by the issuing bank branch along with the original bank guarantee

- 2.0 (a) SEALED ENVELOPES containing the ~~Bid Security~~, Printed catalogue and Literature, if called for in the tender shall be marked with the above IFB Number and description of work and submitted in the office of:

**GM-CONTRACTS  
CONTRACTS SECTION, PHQ  
OIL INDIA LIMITED  
GUWAHATI– 781171, ASSAM.**

All bidders should submit the Proforma-D (Declaration for Bid security) confirming that the Bid is valid for minimum 120 days from the date of opening of Technical Bid. Bid without submission of Proforma-E will be summarily rejected.

**Bids without DECLARATION FOR BID SECURITY PROFORMA in the manner specified above will be summarily rejected.**

**DECLARATION FOR BID SECURITY****PROFORMA-D**

To,

M/s. Oil India Limited

.....,

.....

Sub: .....

Tender No:.....

Dear Madam/Sir,

After examining / reviewing provisions of above referred tender documents (including all corrigendum/ Addenda), we M/s. .... (Name of Bidder) have submitted our offer / bid no.....

We, M/s. ....(Name of Bidder) hereby understand that, according to your conditions, we are submitting this Declaration for Bid Security.

We understand that we will be put on watch list/holiday/banning list (as per policies of OIL INDIA in this regard), if we are in breach of our obligation(s) as per following:

- (a) have withdrawn/modified/amended, impairs or derogates from the tender, my/our Bid during the period of bid validity specified in the form of Bid; or
- (b) having been notified of the acceptance of our Bid by the OIL INDIALIMITED during the period of bid validity:
  - (i) fail or refuse to execute the Contract, if required, or
  - (ii) fail or refuse to furnish the Contract Performance Security, in accordance provisions of tender document.
  - (iii) Fail or refuse to accept 'arithmetical corrections' as per provision of tender document.
- (c) having indulged in corrupt/fraudulent/collusive/coercive practice as per procedure.

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:

- 3.0 **Bid should be submitted online up to 11:00 AM (IST) (OIL's e-procurement Portal Server Time) on the date as mentioned and will be opened on the same day at/after 02:00 PM (IST) at Office of the GM-Contracts in presence of authorized representative of the bidder.**
- 4.0 All the Bids must be Digitally Signed using "Class 3" digital certificate [Organization] (e-commerce application) only as per Indian IT Act obtained from the licensed Certifying Authorities operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) of India. The bid signed using other than "Class 3" digital certificate, will be liable for rejection. Please note Encryption certificate is also required along with Digital Certificate Class III [Organization] in order to submit bid in system. Please refer "Guideline to Bidder for participating in OIL"
- 5.0 The Company reserves the right to reject any or all the tenders or accept any tender without assigning any reason.
- 6.0 (a) No Bidder can withdraw his bid within the validity or extended validity of the bid. Withdrawal of any bid within validity period will be debarred from participation in future tenders, at the sole discretion of the company.
- (b) Once a withdrawal letter is received from any bidder, the offer will be treated as withdrawn and no further claim / correspondence will be entertained in this regard.
- 7.0 Conditional bids are liable to be rejected at the discretion of the Company.
- 8.0 The bidders are required to furnish the composition and status of ownership of the firm in whose name bid documents have been purchased/issued along with one or more of the following documentary evidences (which are applicable to the bidder) in support of the same and scanned copies of the same should be uploaded along with the Un-priced bid documents.
- 8.1 In case of Sole Proprietorship Firm, Copies of Telephone(Landline Bill)/Electricity/PAN card, latest Income Tax Return form indicating therein the name, business and residential address, E-mail and telephone numbers of the owner and copies of GST and Central Excise Registration Certificate.
- 8.2 In case of HUF, Copies of Telephone(Landline Bill)/Electricity/PAN card, latest Income Tax Return form, Family Arrangement indicating therein the name, residential address, E-mail and telephone numbers of the owners in general and Karta in particular and copies of GST and Central Excise Registration Certificate.
- 8.3 In case of Partnership Firm, Copies of Telephone (Landline Bill)/Electricity/ PAN card, latest Income Tax Return form indicating therein the name, residential address, E-mail and telephone numbers of all the partners (including the Managing Partner), registered partnership agreement/deed and copies of GST Registration Certificate.
- 8.4 In case of Co-Operative Societies, Copies of Telephone(Landline Bill)/Electricity/PAN card, latest Income Tax Return form indicating therein the name, residential address, E-mail and telephone numbers of all the Directors or persons who are at the helm of affairs, registration

certificate from Registrar of Co-Operative Societies and copies of GST Registration Certificate.

- 8.5 In case of Societies registered under the Societies Registration Act, Copies of Telephone (Landline Bill)/Electricity/PAN card, latest Income Tax Return form indicating therein the name, residential address, E-mail and telephone numbers of all the Directors or persons who are at the helm of affairs, registration certificate from the Registrar of the state and copies of GST Registration Certificate.
- 8.6 In case of Joint Stock Companies registered under the Indian Companies Act, Copies of Telephone (Landline Bill)/Electricity/PAN card, latest Income Tax Return form indicating therein the name, residential address, E-mail and telephone numbers of all the Directors or persons who are at the helm of affairs, Certificate of Incorporation from the Registrar of Companies, Memorandum and Articles and copies of GST Registration Certificate.
- 8.7 In case of Trusts registered under the Indian Trust Act, Copies of Telephone (Landline Bill)/Electricity/ PAN card, latest Income Tax Return form indicating therein the name, residential address, E-mail and telephone numbers of all the Trustee or persons who are at the helm of affairs, registration certificate from the Registrar of the state, Trust Deed and copies GST Registration Certificate.
- 9.0 The selected bidder will be required to enter into a formal contract, which will be based on their bid and O.I.L's Standard Form of Contract.
- 10.0 Time will be regarded as the essence of the Contract and the failure on the part of the Contractor to complete the work within the stipulated time shall entitle the Company to recover liquidate damages and / or penalty from the Contractor as per terms of the tender /contract.
- 11.0 The contractor will be required to allow OIL officials to inspect the work site and documents in respect of the workers payment.
- 12.0 **The successful bidder shall furnish a Performance Security Deposit in the form of Demand Draft / Banker's Cheque / Bank Guarantee as specified above within 2two) weeks from date of issue of LOA before signing the formal contract.** The Performance Security Deposit will be refunded to the Contractor after satisfactory completion of the work, but a part or whole of which shall be used by the Company in realization of liquidated damages or claims, if any or for adjustment of compensation or loss due to the Company for any reason. This Performance Security Money shall not earn any interest.
- 13.0 **BACKING OUT BY BIDDER:** In case any bidder withdraws their bid within the bid validity period, the party will be debarred for a period of 2(two) years from the date of withdrawal of bid.
- 14.0 **BACKING OUT BY SUCCESSFUL (H-1)BIDDER AFTER ISSUE OF LOA:** In case LOA issued is not accepted by the successful (H-1) bidder **the bidder shall be debarred for 2 (two) years from the date of default.**



15.0 **FURNISHING FRAUDULENT INFORMATION/DOCUMENT:** Bidder should note that the documents/information submitted by the bidders(s) against the tender are presumed to be genuine, authentic and true copy of the originals. In case at any stage of tendering process or during execution of contract or after expiry of contract, if it is found at any time that, a Bidder / Contractor has / had furnished fraudulent documents / information, the company shall immediately reject the bid of such bidder(s) or cancel /terminate the contract, as the case may be . Also the bidder / the party/the contractor shall be debarred for a period of two (02) years from the date of issuance of debarment notice, besides legal action.

16.0 **The tender will be governed by:**

Forwarding Letter.

Instruction to Bidders-Part-I

BRC-BEC-Bid Rejection Criteria & Bid Evaluation Criteria –Part-2.

General Conditions of Contract. (GCC) Part –3, Section-I

Scope of work/ Terms of Reference, Part-3, Section-II

Schedule of rates & Payment, Part-3, Section-III

Special Conditions of Contract (SCC), Part-3, Section-IV

Price Schedule Format, Part 3, Section V (Proforma-A)

Proforma and Annexures

17.0 **The Integrity Pact is not applicable against this tender:**

OIL shall be entering into an Integrity Pact with the bidders as per format enclosed vide “Proforma-I Integrity Pact” of the tender document. This Integrity Pact Proforma has been duly signed digitally by OIL’s competent signatory (Digitally Signed). The proforma has to be returned by the bidder (along with the technical bid) duly signed (digitally) by the same signatory who signed the bid, i.e., who is duly authorized to sign the bid. Uploading the Integrity Pact with digital signature will be construed that all pages of the Integrity Pact has been signed by the bidder’s authorized signatory who sign the Bid.

(Note: Following person has been appointed as Independent External Monitor:

A. SHRI SUTANU BEHURIA, IAS (Retd.),

E-mail: [sutanu2911@gmail.com](mailto:sutanu2911@gmail.com)

B. . SHRI RUDHRA GANGADHARAN, IAS (RETD.),

Ex-Secretary, Ministry of Agriculture

(e-mail id : [rudhra.gangadharan@gmail.com](mailto:rudhra.gangadharan@gmail.com))

C.SHRI OM PRAKASH SINGH, IPS (RETD.),

Former DGP, Uttar Pradesh

E-mail: [Ops2020@rediffmail.com](mailto:Ops2020@rediffmail.com)

18.0 **SPECIAL NOTE:**

GUIDELINES FOR PARTICIPATING IN OIL’S E-PROCUREMENT:

To participate in OIL’s E-procurement tender, bidders should have a legally valid digital certificate of Class 3 with Organizations Name as per Indian IT Act from the licensed

Certifying Authorities operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) of India (<http://www.cca.gov.in>). Bidders must have a valid User Id to access OIL e-Procurement site. Bidders can click on Guest login button to view the available open tenders in the E-portal. Bidders shall request OIL through E-mail or fax or letter along with the cost of bid documents as indicated in the NIT for issue of the USER ID for accessing and submitting against the E-procurement tender. The User ID shall be issued to the eligible bidders on receipt of the requisite cost of the bid document. In case any bidder is exempted from paying the tender fee, they should request OIL with supporting documents for issue of the User Id on free of charge basis. The detailed guidelines are available in OIL's e-procurement site. For any clarification in this regard, bidders may contact OIL.

Please note that all tender forms (Bid document, Integrity Pact, Proforma, Annexure) and supporting documents are to be submitted through OIL's E-Procurement site only except Original Bid Security and any other document if specified in the IFB which are to be submitted in sealed envelope super scribed with tender no. and due date to: The G.M. (Contracts), Pipeline Head Quarter, Oil India Limited, Guwahati- 781171, ASSAM

Bidders are requested to examine all instructions, forms, terms and specifications in the bid. Failure to furnish all information required as per the bid or submission of offers not substantially responsive to the bid in every respect will be at the bidders risk and may result in the rejection of its offer without seeking any clarifications. Offers sent without the requisite value of prescribed bid security (if called for in the bid) in original will be ignored straightway.

Please note Encryption certificate is also required along with Digital Certificate Class III [Organization in order to submit bid in system. Please refer "Guideline to Bidder for participating in OIL"

- 19.0 The tender is invited under SINGLE STAGE COMPOSITE BID SYSTEM. The bidder has to submit the "Un-Priced Techno-Commercial" and "Price-Bid" through electronic form in the OIL's e-Tender portal within the Bid Closing Date and Time stipulated in the e-Tender portal. **The Technical Bid is to be submitted as per Scope of Work & Technical Specifications along with all technical related documents related to the tender are to be uploaded under Technical RFx Tab.** The Price Bid rates shall be quoted as specified in the "PRICE BID FORMAT" and to be attached as attachment under the Notes & attachment tab. **The price quoted in the "PRICE BID FORMAT" will only be considered for evaluation.**

**Please note that no price details should be uploaded under Technical RFx. Details of prices as per Price Bid format / Priced bid should be uploaded as Attachment under Notes & Attachment Tab. Offer not complying with above submission procedure will be rejected.**

A few screen shots to find out the required IFB is shown below.

Notes and Attachments	→ Only Price Details Should Be Uploaded
Technical attachments	→ All technical bid documents except price details

Please do refer "**NEW INSTRUCTION TO BIDDER FOR SUBMISSION**" for the above two points and also please refer "**New Vendor Manual (effective 12.0.2017)**" available in the login Page of the OIL's E-tender Portal.

Regarding new bid submission procedure (effective from 12.04.2017 onwards), please refer **new vendor manual** available in OIL's E-tender Site:



**Oil India Limited e-Procurement**

User ID \*

Password \*

Logon Problems? [Get Support](#)

[Supplier Enlistment for E-Tender](#)

[Important Note for New Portal Users:](#)

[Click here to View Compatibility Settings](#)

[General Guidelines to bidders](#)

[Click for User Manuals](#)

Click here for the New Manual & Instruction

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[Click for Terms of use](#), [Privacy Policy](#), [Refund Policy Docs](#)

### **Notes :**

- \* The “Techno-Commercial Unpriced Bid” shall contain all techno-commercial details except the prices.
- \*\* The “Price bid” must contain the price schedule and the bidder’s commercial terms and conditions. For uploading Price Bid, first click on Sign Attachment, a browser window will open, select the file from the PC and click on Sign to sign the Sign. On Signing a new file with extension .SIG will be created. Close that window. Next click on Add Attachment, a browser window will open, select the .SIG signed file from the PC and name the file under Description, Assigned to General Data and click on OK to save the File.
- 8.0 Bidder is responsible for ensuring the validity of digital signature and its proper usage by their employee.
- 9.0 The bid including all uploaded documents shall be digitally signed by duly authorized representative of the bidding company.
- 10.0 OIL reserves the right to increase/decrease the quantum of job at the time of award of contract and it will be obligatory on the part of the successful bidder to accept the same at the offered rates.
- 11.0 The Company reserves the right to reject any or all the tenders or accept any tender without assigning any reason.
- 12.0 Offer must conform in all respect to the terms and conditions of the enquiry. Deviations, if any, must be clearly and specifically stated. Conditional bids are liable to be rejected at the discretion of the Company.

Thanking you,  
Yours faithfully,  
OIL INDIA LIMITED

General Manager (Contracts)  
For Chief General Manager (PLS)

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**PART-1**  
**INSTRUCTIONS TO BIDDERS**

**1.0      Eligibility of the bidder:**

- 1.1      The eligibility of the bidder are listed under BID EVALUATION CRITERIA (BEC), PART-2 of the Bid document.
- 1.2      Bidder shall bear all costs associated with the preparation and submission of bid. Oil India Limited, hereinafter referred to as Company, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

**2.0      Bid Documents:**

- 2.1      The services required, bidding procedures and contract terms are prescribed in the Bid Document. This Bid Document includes the following:

- a) A Tender Forwarding Letter
- b) Instructions to Bidders, (Part-1)
- c) Bid Evaluation/Rejection Criteria (Part-2)
- d) General Conditions of Contract, (Part-3,Section-I)
- e) Scope of Work/Terms of Reference, (Part-3,Section-II)
- f) Schedule of Rates & Payment, (Part-3,Section-III)
- g) Special Conditions of Contract, (Part-3,Section-IV)
- h) Price Schedule Format, (Proforma-A)
- i) Bid Form, (Proforma-B)
- j) Statement of Non-Compliance, (Proforma-C)
- k) Bid Security declaration Form (Proforma-D)
- l) Performance Security Form, (Proforma-E)
- m) Sample Agreement Form (Proforma-F)
- n) Proforma of Letter of Authority (Proforma-G)
- o) Authorization for Attending Bid Opening (Proforma-H)
- p) Integrity Pact (Proforma -I)
- q) Safety Measures (Proforma – J)
- r) Certificate of Compliance of Financial Criteria (Proforma –L)
- s) Format of undertaking by Bidders towards submission of authentic information/documents (Proforma –M)
- t) E-remittance format (Proforma –N)
- u) Format for undertaking -(Proforma –O)
- v) E-Payments vide RTGS/NEFT-(Proforma –P)
- w) Proforma of indemnity bond for supply of materials by purchaser/ owner-(Proforma –Q)
- x) Commercial check List (Proforma –R)
- y) CV format (Proforma-S)

- 2.2      The bidder is expected to examine all instructions, forms, terms and specifications in the Bid Documents. Failure to furnish all information required in the Bid Documents or submission of a bid not substantially responsive to the Bid Documents in every respect will be at the Bidder's risk & responsibility and may result in the rejection of its bid.

- 2.3      Bidders shall be deemed, prior to submitting their bids, to have satisfied themselves about the weather conditions, working culture in the area, socio-political environment, safety & security aspects, law & order situation and law of the land, and obtain for themselves all

necessary information as to the risks, contingencies and all other circumstances, which may influence or affect the various obligations under the Contract.

**3.0 Transferability of bid documents:**

- 3.1 Bid Documents are non-transferable. Bid can be submitted only by the bidder in whose name the Bid Document has been issued/registered.
- 3.2 In case of e-Tender, Bidder must submit the bid using Organizational Class-3 Digital Signature issued by the Competent Authority in favour of the bidder. Bid submitted using Digital Signature other than the Digital Signature of the bidder shall be summarily rejected.
- 3.3 Unsolicited bids will not be considered and will be rejected straightway.

**4.0 Amendment of bid documents:**

- 4.1 At any time prior to the deadline for submission of bids, the Company may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the Bid Documents through issuance of an Addendum(s)/Corrigendum(s)/Amendment(s).
- 4.2 The Addendum will be uploaded in OIL's E-Tender Portal in the Tab "Technical Rfx" and under External Area - "Amendments" folder. The Company may, at its discretion, extend the deadline for bid submission. Bidders are expected to take the Addendum into account in preparation and submission of their bid. Bidders are to check from time to time the E-Tender portal ["Technical Rfx" Tab and under the folder "Amendments"] for any amendments to the bid documents before submission of their bids. No separate intimation shall be sent to the Bidders.

**5.0 Preparation of Bids**

**5.1 Language of Bids:**

- 5.1.1 The bid prepared by the bidder and all correspondence and documents relating to the bid exchanged by the Bidder and the OIL shall be written in English language. Supporting documents and printed literature furnished by the Bidder may be in another language provided they are accompanied by an accurate translation of the relevant passages in English, duly authenticated by local chamber of Commerce of bidder's country, in which case, for purposes of interpretation of the bid, the translation shall prevail.

**5.2 Bidder's/Agent's Name & address:**

- 5.2.1 Bidders should indicate in their bids their detailed postal address including the Fax/Telephone / Cell Phone Nos. and E-mail address. Similar information should also be provided in respect of their authorised Agents in India, if any.

**5.3 Documents comprising the bid:**

5.3.1 Bids are invited under Single Stage Composite Bid System. The bid to be uploaded by the Bidder in OIL's E-Tender portal shall comprise of the following components:

(A) Technical Bid (to be uploaded in "Technical Attachments" tab)

- a) Complete technical details of the services offered.
- b) Documentary evidence established in accordance with BEC/BRC.
- c) Bid Security declaration in Proforma-D
- d) Copy of Bid-Form without indicating prices in Proforma-B.
- e) Statement of Non-compliance as per Proforma-C.
- f) Copy of Priced Bid without indicating prices (Proforma-A).
- g) Integrity Pact digitally signed by OIL's competent personnel as Proforma-I. attached with the bid document to be digitally signed by the bidders Authorised representative.
- h) All Other relevant Undertakings and Proformas as applicable as part of Bid.

**Note: Please note that, No price should be mentioned in the "Technical Attachments" tab.**

(B) Price Bid (to be uploaded in "Notes and Attachments" tab)

Bidder shall quote their prices in the following Proforma available in OIL's E-procurement portal in the "Notes & Attachments" Tab:

- a) Price-Bid Format as per Proforma-A
- b) Bid Form as per Proforma-B
- c) Bid Security Declaration Form, Proforma D.
- d) Integrity Pact, Proforma -I

The Priced Bid shall contain the prices along with the currency quoted and any other commercial information pertaining to the service offered.

## **6.0 Bid Form:**

6.1 The bidder shall complete the Bid Form and the appropriate Price Schedule furnished in their Bid.

## **7.0 Bid Price:**

7.1 Prices must be quoted by the Bidders online as per the price bid format available in OIL's E-Tender Portal under "Notes & Attachment" Tab. Prices must be quoted by the bidders as per the Price/Bidding format.

7.2 Prices quoted by the successful bidder must remain firm during its performance of the Contract and is not subject to variation on any account.

7.3 All duties (except customs duty which will be borne by the Company) and taxes (excluding GST) including Corporate Income Tax, Personal Tax, Assam Entry Tax etc. and other Cess/levies payable by the successful bidder under the Contract for which this Bid Document is being issued, shall be included in the rates, prices and total Bid Price

submitted by the bidder, and the evaluation and comparison of bids shall be made considering the quoted GST in the proforma. For example, personal taxes and/or any corporate taxes arising out of the profits on the contract as per rules of the country shall be borne by the bidder.

**8.0 Currencies of bid and payment:**

8.1 A bidder expecting to incur its expenditures in the performance of the Contract in more than one currency, and wishing to be paid accordingly, shall so indicate in the bid. In such a case, the bid shall be expressed in different currencies and the respective amounts in each currency shall together make up the total price.

8.2 Indian bidders too can submit their bids in any currency (including Indian Rupees) and receive payment in such currencies on par with foreign bidders. However, currency once quoted will not be allowed to be changed.

**9.0 Documents establishing bidder's eligibility and qualifications:**

9.1 These are listed in BID EVALUATION CRITERIA (BEC), PART-2 of the Bid document.

**10.0 Bid Security: (Not applicable)**

<b>BANK DETAILS OF BENEFICIARY</b>		
<b>a</b>	Bank Name	AXIS BANK
<b>b</b>	Branch Name	GUWAHATI
<b>c</b>	Branch Address	CHIMBER HOUSE, G.S.ROAD, DISPUR ASSAM
<b>d</b>	Banker Account No.	140010200027654
<b>e</b>	Type of Account	CURRENT ACCOUNT
<b>f</b>	IFSC Code	UTIB0000140
<b>g</b>	MICR Code	781211002
<b>h</b>	SWIFT Code	Axisinbb140
<b>i</b>	Contact No.	8876501401
<b>j</b>	Contact Person Name	Mr. Dibakar Ghaosh
<b>k</b>	Fax No.	Not available
<b>l</b>	Email Id	<a href="mailto:Guwahati.branchhead@axisbank.com">Guwahati.branchhead@axisbank.com</a>

**11.0 Exemption from submission of bid security: (Not applicable)**

11.1 Central Govt. offices and Central Public Sector undertakings are exempted from submission of bid security .



11.2 Micro or Small Enterprises (MSE) bidders are exempted from submitting Bid Security. Categorization and various Criteria applicable to MSE bidders shall be guided by the Gazette Notification No. CG-DL-E-26062020-220191 dated 26.06.2020 issued by MINISTRY OF MICRO, SMALL AND MEDIUM ENTERPRISES. The existing enterprises registered under EM- Part-II or UAM till 30th June'2020 shall continue to be valid only for a period up to the 31st day of March, 2021.

11. 3 The bidder claiming as MSE status (MSE-General, MSE-SC/ST, MSE -Woman) against this tender has to submit the following documents for availing the benefits applicable to MSEs:

i. Udyam Registration Number ( URN) with Udyam Registration Certificate(URC)

OR

ii. Proof of registration with District Industry Centers or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or Udyog Adhar registration or registration with any other body specified by Ministry of MSME

**11.3.1** In case bidding MSE is owned by Schedule Caste or Schedule Tribe entrepreneur or Woman Entrepreneur, valid documentary evidence issued by the agency who has registered the bidder as MSE owned by SC/ST entrepreneur/ Woman Entrepreneurs should also be enclosed.

**12.0 PERIOD OF VALIDITY OF BIDS :**

12.1 Bids shall remain valid as per the requirement mentioned in forwarding letter from the date of closing of bid prescribed by the Company. Bids of shorter validity will be rejected as being non-responsive. If nothing is mentioned by the bidder in their bid about the bid validity, it will be presumed that the bid is valid for **90 days from Bid Closing Date**.

12.2 In exceptional circumstances, the Company may solicit the Bidder's consent to an extension of the period of validity. The request and the response thereto shall be made in writing through Fax or e-mail. ~~The Bid Security provided under Para 10.0 above shall also be suitably extended. A Bidder may refuse the request without forfeiting its Bid Security.~~ A Bidder granting the request will neither be required nor permitted to modify their Bid.

**13.0 Signing & submission of bids:**

**13.1 Signing of bids:**

13.1.1 Bids are to be submitted online through OIL's E-procurement portal with digital signature. The bid and all attached documents should be digitally signed by the bidder using "Class 3" digital certificates with Organization's Name [e-commerce application (Certificate with personal verification and Organization Name)] as per Indian IT Act 2000 obtained from the licensed Certifying Authorities operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) of India before bid is uploaded. Digital Signature Certificates having Bidder's Name in the "Organization Name" field are only acceptable. Digital Signature Certificate having "Organization Name" field other than Bidder's Name shall be rejected summarily.

The bid including all uploaded documents shall be digitally signed by duly authorized representative of the bidder holding a Power of Attorney to bind the Bidder to the contract.

If any modifications are made to a document after attaching digital signature, the digital signature shall again be attached to such documents before uploading the same. The Power of Attorney in original shall be submitted by bidder as mentioned in Para 13.2 below.

In case the digital signature is not of “Class-3” with organization name, the bid will be rejected. Bidder is responsible for ensuring the validity of digital signature and its proper usage by their employees.

13.1.2 The original and all copies of the bid shall be typed or written in indelible inks. Since bids are to be submitted ONLINE with digital signature, manual signature is NOT relevant. The letter of authorization (as per Proforma-H) shall be indicated by written Power of Attorney accompanying the Bid.

13.1.3 Any physical documents submitted by bidders shall contain no interlineations, white fluid erasures or overwriting except as necessary to correct errors made by the Bidder, in which case such correction shall be initialed by the person or persons who has/have digitally signed the Bid.

13.1.4 Any Bid, which is incomplete, ambiguous, or not in compliance with the Bidding process shall be rejected.

13.2 **Submission of bids:**

The tender is processed under single stage - Composite bid system. Bidder shall submit the Technical bid and Priced bid along with all the Annexures and Proforma (wherever applicable) and copies of documents in electronic form through OIL’s e-procurement portal within the Bid Closing Date & Time stipulated in the e-tender. For submission of Bids online at OIL’s E-Tender Portal, detailed instructions is available in “User Manual” available in OIL’s E-Tender Portal. Guidelines for bid submission are also provided in the “Forwarding Letter”. The Technical Bid is to be submitted as per Terms of Reference/Technical Specifications of the bid document and Priced Bid as per the Price Schedule. The Technical Bid should be uploaded in the “Technical Attachment” Tab Page only. Prices to be quoted as per Proforma-B should be uploaded as Attachment just in the attachment link under “Notes & Attachments” Tab under General Data in the e-portal. No price should be given in the “Technical Attachment”, otherwise bid shall be rejected. The priced bid should not be submitted in physical form and which shall not be considered. However, the following documents in one set should necessarily be submitted in physical form in sealed envelope superscribing the “IFB No., Brief Description of services and Bid Closing/Opening date & Time along with the bidder’s name and should be submitted to GM-Contracts, Oil India Ltd., Guwahati-781171 (Assam) on or before 11:00 Hrs (IST) on the bid closing date indicated in the IFB:

- a) Deleted
- b) Printed catalogue and literature if called for in the bid document.
- c) Power of Attorney for signing of the bid digitally.
- d) Any other document required to be submitted in original as per bid document requirement.

Documents sent through E-mail/Fax/Telephonic method will not be considered.

- 13.2.1 All the conditions of the contract to be made with the successful bidder are given in various Sections of the Bid Document. Bidders are requested to state their non-compliance to each clause as per **Proforma-C** of the bid document and the same should be uploaded along with the Technical Bid.
- 13.2.2 Timely delivery of the documents in physical form as stated in Para 13.2 above is the responsibility of the bidder. Bidders should send the same through Registered Post or by Courier Services or by hand delivery to the Officer in Charge of the particular tender before the Bid Closing Date and Time. Company shall not be responsible for any postal delay/transit loss.
- 13.2.3 Bids received through the e-procurement portal shall only be accepted. Bids received in any other form shall not be accepted.
- 14.0** Indian agent/representative/retainer/associate Foreign bidders shall clearly indicate in their bids whether they have an Agent/Representative/Retainer/Associate in India. In the event the overseas bidder is having an Agent/Representative/Retainer/Associate in India, the bidder should furnish the name and address of their Agent/Representative/Retainer/Associate in India and clearly indicate nature and extent of services to be provided by such an Agent/Representative/Retainer/Associate in India and also stating in their bids whether the Agent/Representative/Retainer/Associate is authorized to receive any commission. The rate of the commission included in the quoted rates of bidder should be indicated which would be payable to Agent/Representative/Retainer/Associate in non-convertible Indian currency according to Import Trade Regulation of India. Unless otherwise specified, it will be assumed that agency commission is not involved in the particular bid.

Further, overseas bidders shall submit their bids directly and not through their Agent/Representative/Retainer/Associate in India. Bid submitted by Indian Agent/Representative/Retainer/Associate on behalf of their foreign principals will not be considered and will be rejected straightway. Moreover, one Indian Agent/Representative/Retainer/Associate cannot represent more than one foreign bidder against the IFB.

The Indian Agent/Representative/Retainer/Associate will not be permitted to submit any Bid Security and Performance Security on behalf of their foreign principals and also the Indian Agent/Representative/Retainer/Associate will not be allowed to execute the contract and receive payment against bid submitted by their foreign principals. Such bids shall be rejected straightway.

**15.0 Deadline for submission of bids:**

- 15.1 Bids should be submitted online as per the online tender submission deadline. Bidders will not be permitted by System to make any changes in their bid/quote after the bid submission deadline is reached. Bidders are requested to take note of this and arrange to submit their bids within the submission deadline to avoid last minute rush/network problems.
- 15.2 No bid can be submitted after the submission dead line is reached. The system time displayed on the e-procurement web page shall decide the submission dead line.

- 15.3 The documents in physical form as stated in Para 13.2 must be received by Company at the address specified in the “Forwarding Letter” on or before 11:00 Hrs(IST) on the Bid Closing Date mentioned in the "Forwarding Letter". Timely delivery of the same at the address mentioned in the Forwarding Letter is the responsibility of the Bidders.

**16.0 Late Bids:**

- 16.1 Bidders are advised in their own interest to ensure that their bids are uploaded in system much before the closing date and time of the bid. The documents in physical form if received by the Company after the deadline for submission prescribed by the Company shall be rejected and shall be returned to the Bidders in unopened condition immediately.

**17.0 Modification and withdrawal of bids**

- 17.1 The Bidder after submission of Bid may modify or withdraw its Bid prior to Bid Closing Date & Time in the e-portal using Digital Signature by the person or persons who has/have digitally signed the Bid. Withdrawal or modification of bid through physical correspondence shall not be considered and accepted.
- 17.2 No Bid can be modified or withdrawn subsequent to the deadline for submission of Bids.
- 17.3 No Bid can be withdrawn in the interval between the deadline for submission of Bids and the expiry of the period of Bid Validity specified by the Bidder on the Bid Form. Withdrawal of a Bid during this interval shall result in the Bidder's debarment from participation in future tenders of OIL.

**18.0 Extension of bid submission date**

- 18.1 Normally no request for extension of Bid Closing Date & Time will be entertained. However, OIL at its discretion, may extend the Bid Closing Date and/or Time due to any reasons.

**19.0 Bid opening and evaluation**

- 19.1 Company will open the Technical Bids, including submission made pursuant to clause 15.0, in presence of Bidder's representatives who choose to attend at the date, time and place mentioned in the Forwarding Letter. However, an authorisation letter (as per Proforma-I) from the Bidder must be produced by the Bidder's representative at the time of Bid Opening. Unless this Letter is presented, the representative will not be allowed to attend the Bid Opening. The Bidder's representatives who are allowed to attend the Bid Opening shall sign a register evidencing their attendance. Only one representative against each Bid will be allowed to attend. In technical bid opening, only “Technical Attachment” will be opened. Bidders therefore should ensure that technical bid is uploaded in the “Technical Attachment” Tab Page only in the E-portal.
- 19.2 In case of any unscheduled holiday or Bandh on the Bid Opening Date, the Bids will be opened on the next full working day. Accordingly, Bid Closing Date / time will get extended up to the next working day and time.

- 19.3 Bids which have been withdrawn pursuant to clause 17.0 shall not be opened. Company will examine bids to determine whether they are complete, whether requisite Bid Securities have been furnished, whether documents have been digitally signed and whether the bids are generally in order.
- 19.4 At bid opening, Company will announce the Bidder's names, written notifications of bid modifications or withdrawal, if any, the presence of requisite Bid Security, and such other details as the Company may consider appropriate.
- 19.5 Normally no clarifications shall be sought from the Bidders. However, for assisting in the evaluation of the bids especially on the issues where the Bidder confirms compliance in the evaluation and contradiction exists on the same issues due to lack of required supporting documents in the Bid (i.e. document is deficient or missing), or due to some statement at other place of the Bid (i.e. reconfirmation of confirmation) or vice versa, clarifications may be sought by OIL. In all the above situations, the Bidder will not be allowed to change the basic structure of the Bid already submitted by them and no change in the price or substance of the Bid shall be sought, offered or permitted.
- 19.6 Prior to the detailed evaluation, Company will determine the substantial responsiveness of each bid to the requirement of the Bid Documents. For purpose of these paragraphs, a substantially responsive bid is one, which conforms to all the terms and conditions of the Bid Document without material deviations or reservation. A material deviation or reservation is one which affects in any substantial way the scope, quality, or performance of work, or which limits in any substantial way, in-consistent way with the Bid Documents, the Company's right or the bidder's obligations under the contract, and the rectification of which deviation or reservation would affect unfairly the competitive position of other bidders presenting substantial responsive bids. The Company's determination of Bid's responsiveness is to be based on the contents of the Bid itself without recourse to extrinsic evidence.
- 19.7 A Bid determined as not substantially responsive will be rejected by the Company and may not subsequently be made responsive by the Bidder by correction of the non-conformity.
- 19.8 The Company may waive minor informality or nonconformity or irregularity in a Bid, which does not constitute a material deviation, provided such waiver, does not prejudice or affect the relative ranking of any Bidder.
- 20.0 Opening of priced bids**
- 20.1 Company will open the Priced Bids of the techno-commercially qualified Bidders on a specific date in presence of representatives of the qualified bidders. The techno-commercially qualified Bidders will be intimated about the Priced Bid Opening Date & Time in advance. In case of any unscheduled holiday or Bandh on the Priced Bid Opening Date, the Bids will be opened on the next working day.
- 20.2 The Company will examine the Price quoted by Bidders to determine whether they are complete, any computational errors have been made, the documents have been properly signed, and the bids are generally in order.

- 20.3       Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price (that is obtained by multiplying the unit price and quantity) the unit price shall prevail and the total price shall be corrected accordingly. If there is a discrepancy between words, and figures, the amount in words will prevail. If any Bidder does not accept the correction of the errors, their Bid will be rejected.

**21.0       Conversion to single currency**

While evaluating the bids, the closing rate (B.C. Selling Rate) of exchange declared by State Bank of India on the day prior to price bid opening will be taken into account for conversion of foreign currency into Indian Rupees. Where the time lag between the opening of the price bids and final decision exceeds three months, the rate of exchange declared by State Bank of India on the date prior to the date of final decision will be adopted for conversion.

**22.0       Evaluation and comparison of bids**

The Company will evaluate and compare the bids as per BID EVALUATION CRITERIA (BEC), PART-2 of the Bid Documents.

**22.1       Discounts / rebates**

- 22.1.1      Unconditional discounts/rebates, if any, given in the bid will be considered for evaluation.
- 22.1.2      Post bid or conditional discounts/rebates offered by any bidder shall not be considered for evaluation of bids. However, if the lowest bidder happens to be the final acceptable bidder for award of contract, and if they have offered any discounts/rebates, the contract shall be awarded after taking into account such discounts/rebates.

**22.2       Loading of foreign exchange**

There would be no loading of foreign exchange for deciding the inter-se-ranking of domestic bidders.

**22.3       Exchange rate risk**

Since Indian bidders are now permitted to quote in any currency and also receive payments in that currency, Company will not be compensating for any exchange rate fluctuations in respect of the services.

**22.4       Repatriation of rupee cost**

In respect of foreign parties rupee payments made on the basis of the accepted rupee component of their bid, would not be repatriable by them. A condition to this effect would be incorporated by the Company in the contract.

**23.0       Contacting the company**

- 23.1       Except as otherwise provided in Clause 19.0 above, no Bidder shall contact Company on any matter relating to its bid, from the time of the bid opening to the time the Contract is awarded except as required by Company vide sub-clause 19.5.

- 23.2 An effort by a Bidder to influence the Company in the Company's bid evaluation, bid comparison or Contract award decisions may result in the rejection of their bid.

**24.0 Award of contract**

**24.1 Award criteria:**

- 24.1.1 The Company will award the Contract to the successful Bidder whose bid has been determined to be substantially responsive and has been determined as the lowest evaluated bid, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily.

**25.0 Company's right to accept or reject any bid**

Company reserves the right to accept or reject any or all bids and to annul the bidding process and reject all bids, at any time prior to award of contract, without thereby incurring any liability to the affected bidder, or bidders or any obligation to inform the affected bidder of the grounds for Company's action.

**26.0 Notification of award**

Prior to the expiry of the period of bid validity or extended validity, Company will notify the successful Bidder in writing by registered letter or by fax or E-mail (to be confirmed in writing by registered / couriered letter) that its Bid has been accepted.

- 26.1 The notification of award will constitute the formation of the Contract.
- 26.2 Upon the successful Bidder's furnishing of Performance Security pursuant to Clause 27.0 below, the Company will promptly notify each un-successful Bidder and will discharge their Bid Security, pursuant to Clause 10.0 hereinabove.

**27.0 Performance security:**

Successful bidder has to submit Performance Security amount as mentioned in GCC clause no. 10.0 @ **3% of the annualized total contract value.**

**28.0 Signing of contract**

- 28.1 At the same time as the Company notifies the successful Bidder that its Bid has been accepted, the Company will either call the successful Bidder for signing of the agreement or send the Contract Form provided in the Bid Documents, along with the General & Special Conditions of Contract, Technical Specifications, Schedule of Rates incorporating all agreements agreed between the two parties.
- 28.2 The successful Bidder shall sign and date the contract and return it to the Company after receipt of LOA. Till the contract is signed, the LOA issued to the successful bidder shall remain binding amongst the two parties.
- 28.3 In the event of failure on the part of the successful Bidder to sign the contract, OIL reserves the right to terminate the LOA issued to the successful Bidder and the party shall be barred for a period of 2(two) years from the date of default.

*(Signing of the Contract may be done at the place of award in presence of both parties)*

**29.0 Credit facility**

Bidders should indicate clearly in the Bid about availability of any credit facility inclusive of Government to Government credits indicating the applicable terms and conditions of such credit.

**30.0 Mobilization and advance payment**

30.1 Request for advance payment shall not be normally considered. However, depending on the merit and at the discretion of the Company, advance against mobilization charge may be given at an interest rate of 1% above the prevailing Bank rate (CC rate) of SBI from the date of payment of the advance till recovery/refund.

30.2 Advance payment agreed to by the Company shall be paid only against submission of an acceptable bank guarantee whose value should be equivalent to the amount of advance plus the amount of interest covering the period of advance. Bank guarantee shall be valid for 3 months beyond completion of mobilization and the same may be invoked in the event of Contractor's failure to mobilize as per agreement.

30.3 In the event of any extension to the mobilization period, Contractor shall have to enhance the value of the bank guarantee to cover the interest for the extended period and also to extend the validity of bank guarantee accordingly.

**31.0 Integrity pact (Not Applicable for this tender):**

31.1 OIL shall be entering into an Integrity Pact with the Bidders as per format enclosed vide Proforma-I of the Bid Document. The Integrity Pact has been duly signed digitally by OIL's competent signatory and uploaded in the OIL's e-portal. The Integrity Pact shall be returned by the bidder (along with the technical Bid) duly signed by the same signatory who signed the Bid i.e. who is duly authorized to sign the Bid. Uploading the Integrity Pact in the OIL's E-portal with digital signature will be construed that all pages of the Integrity Pact has been signed by the bidder's authorized signatory who has signed the bid. If any bidder refuses to sign Integrity Pact or declines to submit the Integrity Pact, their bid shall be rejected straightway.

31.2 Bidders may contact the Independent External Monitors for any matter relating to the IFB at the following addresses:

A. SHRI SUTANU BEHURIA, IAS (Retd.),  
E-mail: [sutanu2911@gmail.com](mailto:sutanu2911@gmail.com)

B. . SHRI RUDHRA GANGADHARAN, IAS (RETD.),  
Ex-Secretary, Ministry of Agriculture  
(e-mail id : [rudhra.gangadharan@gmail.com](mailto:rudhra.gangadharan@gmail.com))

C.SHRI OM PRAKASH SINGH, IPS (RETD.),  
Former DGP, Uttar Pradesh



E-mail: **Ops2020@rediffmail.com**

**32.0      Local conditions**

It is imperative for each Bidder to be fully informed themselves of all Indian as well as local conditions, factors and legislation which may have any effect on the execution of the work covered under the Bidding Document. The bidders shall be deemed, prior to submitting their bids to have satisfied themselves of all the aspects covering the nature of the work as stipulated in the Bidding Document and obtain for themselves all necessary information as to the risks, contingencies and all other circumstances, which may influence or affect the various obligations under the Contract.

No request will be considered for clarifications from the Company (OIL) regarding such conditions, factors and legislation. It is understood and agreed that such conditions, factors and legislation have been properly investigated and considered by the Bidders while submitting the Bids. Failure to do so shall not relieve the Bidders from responsibility to estimate properly the cost of performing the work within the provided timeframe. Company (OIL) will assume no responsibility for any understandings or representations concerning conditions made by any of their officers prior to award of the Contract. Company (OIL) shall not permit any Changes to the time schedule of the Contract or any financial adjustments arising from the Bidder's lack of knowledge and its effect on the cost of execution of the Contract.

**33.0      Specifications**

Before submission of Bids, Bidders are requested to make themselves fully conversant with all Conditions of the Bid Document and other relevant information related to the works/services to be executed under the contract.

**34.0      Purchase preference policy (linked with Local Content) (PP-LC) notified vide letter no. FP-20013/2/2017-FP-PNG-Part(1) E(-36682) dated 23.02.2022 of MoPNG.**

34.1      In case a bidder is eligible to seek benefits under PP-LC policy as well as Public Procurement Policy for MSEs - Order 2012, then the bidders should categorically seek benefits against only one of the two policies i.e. either PP-LC or MSE policy. If a bidder seeks free of cost tender document under the MSE policy, then it shall be considered that the bidder has sought benefit against the MSE policy and this option once exercised cannot be modified subsequently.

34.2      Bidders seeking Purchase preference (linked with local content) (PP-LC) Amended shall be required to meet / exceed the target of Local Content (LC) of 50%

34.3      Such bidders shall furnish following undertaking on its letter head along with their techno-commercial bid. The undertaking shall become a part of the contract.

“We \_\_\_\_\_ (Name of the bidder) undertake that we meet the mandatory minimum Local Content (LC) requirement i.e. \_\_\_\_\_ (to be filled as notified at Enclosure I of the policy) for claiming purchase preference linked with Local Contents under the Govt. policy against under tender no. \_\_\_\_\_. *The percentage of local content in the bid is \_\_\_\_\_%.*”

- 34.3.1 Above undertaking shall be supported by the following certificate from Statutory Auditor engaged by the bidder, on the letter head of such Statutory Auditor.

“We \_\_\_\_\_ the statutory auditor of M/s \_\_\_\_\_ (name of the bidder) hereby certify that M/s \_\_\_\_\_ (name of the bidder) meet the mandatory Local Content requirements of the Services i.e. \_\_\_\_\_ (to be filled by the work center as notified at Enclosure I of the policy) quoted vide offer No. \_\_\_\_\_ dated \_\_\_\_\_ against OIL tender No. \_\_\_\_\_ by M/s \_\_\_\_\_ (Name of the bidder). *The percentage of local content in the bid is \_\_\_\_\_ %.*”

Note:

- a. In case of a foreign bidder, certificate (with regard to the fulfillment of minimum mandatory local content requirement) from Statutory Auditor or cost auditor of their own office or subsidiary in India giving the percentage of local content is also acceptable. In case office or subsidiary in India does not exist or Indian office/subsidiary is not required to appoint Statutory Auditors or cost auditors, certificate from a practicing Chartered Accountant in India or practicing cost accountant in India shall also be acceptable.
- b. In case of bidder(s) for whom Statutory Auditor is not required as per law required certificates shall be provided by a practicing Chartered Accountant.
- 34.3.2 At the bidding stage the bidder shall provide undertaking, certificate as per provisions under clause and 34.1 and shall upload along with their techno-commercial bid in the e-procurement portal.
- Sample format for calculation of LC of goods may be seen in Enclosure-A. Bidders confirmation on LC shall be based on the calculation shown in this Enclosure. However, this enclosure shall not be required to be included in the bid or uploaded by the bidders in the e-procurement portal.
- 34.4 Eligible (techno-commercially qualified) LC bidder shall be granted a purchase preference of 10% i.e. where the evaluated price is within 10% of the evaluated lowest price of Non Local Content (NLC) L-1 bidder [if NLC is L-1 Bidder], other things being equal. Accordingly, purchase preference shall be granted to the eligible (techno-commercially qualified) LC bidder concerned, at the lowest valid i.e. NLC price bid.
- 34.4.1 Only those LC bidders whose bids are within 10% of the NLC L1 bid would be allowed an opportunity to match L1 bid. All the eligible LC bidders shall be asked to submit their confirmation to match their price in sealed envelopes. Envelopes of the bidders shall be opened and award for the prescribed quantity shall be made to the lowest evaluated TA/CA bidder among the eligible LC bidders. In case the lowest eligible LC bidder fails to match L1 price, the next eligible LC bidder will be awarded the prescribed quantity and so on. In case none of the eligible LC bidders matches the L1 bid, the actual bidder holding L1 price will secure the order.
- 34.5 Order for supply of 50% of the tendered quantity would be awarded to the lowest techno-commercially qualified LC bidder, subject to matching with valid NLC L1 price. The remaining will be awarded to L1 (i.e. NLC bidder). Prescribed 50% tendered quantity for LC bidders shall not be further sub-divided among eligible LC bidders.

- 34.5.1 However, if L1 bidder happens to be a LC bidder, the entire procurement value shall be awarded to such bidder.
- 34.5.2 When the tendered goods/services cannot be divided in the exact ratio of 50% / 50% then OIL reserve the right to award on lowest eligible PP-LC bidder for quantity not less than 50%, as may be dividable.  
For example  
In case tendered quantity is 3 (not divisible in the ratio of 50:50), PP-LC bidder shall get order for 2 nos. only and the rest will go to L-1 (NLC bidder).  
OR  
(Alternate clause applicable for cases where tendered quantity cannot be divided).
- 34.6 The tendered quantity is not splittable / non-dividable / cannot be procured from multiple sources. Hence, the entire procurement value shall be awarded to the lowest techno-commercially qualified LC bidder subject to matching with valid NLC L1 rates.
- 34.7 For the purpose of this policy, all terms used vide aforesaid policy shall be governed by the definitions specified at para 2 of the policy document notified by MoPNG vide letter No. FP-20013/2/2017-FP-PNG-Part(1) E(-36682) dated 23.02.2022 .
- 34.8 The successful bidder shall be obliged to fulfill the requirements of quality and delivery time in accordance with the provisions of the Purchase order/contract.
- OIL shall have the right to satisfy itself of the production capability and product quality of the manufacturer.
- 34.9 **Determination of LC:**
- 34.9.1 LC of Services shall be calculated on the basis of the ratio of service cost of domestic component in service to the total cost of services.
- 34.9.2 The total cost of service shall be constituted of the cost spent for rendering of service, covering :
- a) Cost of component (material), which is used.
  - b) Manpower and consultant cost, cost of working equipment/facility, and
  - c) General service cost, excluding profit, company overhead cost, taxes and duties.
- 34.9.3 The criteria for determination of cost of local content in the service shall be as under:
- a) In the case of material being used to help the provision of service, based on country of origin.
  - b) In the case of manpower and consultant based on INR component of the services contract.
  - c) In the case of working equipment/facility, based on country of origin and
  - d) In the case of general service cost, based on the criteria as mentioned in clauses a, b and c above.
  - e) Indian flag vessels in operation as on date.
- 34.9.4 Determination of Local Content : The determination of local content of the working equipment/facility shall be based on the following provision.

Working equipment produced in the country is valued as 100% (one hundred percent) local content, working equipment produced abroad is valued as much as nil (0% percent) local content.

34.10 Calculation of LC and Reporting:

34.10.1 LC shall be calculated on the basis of verifiable data. In the case of data used in the calculation of LC being not verifiable, the value of LC of the said component shall be treated as nil.

34.10.2 Formats for the calculation of LC of services may be seen at Enclosure-III of the policy document.

34.11 Certification and Verification:

34.11.1 Bidder seeking Purchase Preference under the policy, shall be obliged to verify the LC of goods as follows:

**34.11.1.1 At bidding stage:**

a) *Local Component*

- i. *The bidder shall provide the percentage of Local contents in the bid as per provisions under clause 34.9*
- ii. *Bidder must have LC in excess of the specified requirement*

b) *Undertaking by the bidder*

- i. *The bidder shall submit an undertaking as per clause no. 34.3.2 from the authorized signatory having the Power of Attorney alongwith the techno-commercial bid stating the manufacturer meets the mandatory minimum LC requirement and such undertaking shall become a part of the contract.*
- ii. *The undertaking submitted by the bidder shall be supported by a certificate from the statutory auditor or cost auditor of the company (in case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of other than companies) giving the percentage of local content as per clause no. 34.2*
- iii. *However, in case of a foreign bidder, certificate (with regard to the fulfillment of minimum mandatory local content requirement) from Statutory Auditor or cost auditor of their own office or subsidiary in India giving the percentage of local content is also acceptable. In case office or subsidiary in India does not exist or Indian office/subsidiary is not required to appoint Statutory Auditors or cost auditors, certificate from a practicing Chartered Accountant in India or practicing cost accountant in India shall also be acceptable.*

**34.11.1.2 After Contract Award**

- a) *The bidder shall submit an undertaking from the authorised signatory of bidder having the Power of Attorney alongwith the bid stating the bidder meets the mandatory minimum LC requirement and such undertaking shall become a part of the contract.*
- b) *(applicable in In cases of procurement for a value in excess of Rs 10 crores)*  
The undertaking submitted by the bidder shall be supported by a certificate from the statutory auditor or cost auditor of the company (in case of companies) or from a

practicing cost accountant or practicing chartered accountant (in respect of other than companies) giving the percentage of local content.

However, in case of foreign bidder, certificate from the statutory auditor or cost auditor of their own office or subsidiary in India giving the percentage of local content is also acceptable. In case office or subsidiary in India does not exist or Indian office/subsidiary is not required to appoint statutory auditor or cost auditor, certificate from practicing cost accountant in India or practicing chartered accountant in India giving the percentage of local content is also acceptable.

- 34.11.2 Each supplier shall provide the necessary local content documentation to the statutory auditor, which shall review and determine the local content requirements have been met and issue of local content certificate to that effect on behalf of OIL, stating the percentage of local content in the good or service measured. The Auditor shall keep all necessary information obtained from suppliers for measurement of Local Content confidential.
- 34.11.3 The Local Content certificate shall be submitted along with each invoice raised. However, the % of local content may vary with invoice while maintaining the overall % of Local Content for the total work/purchase of the pro-rata Local Content requirement. In case, it is not satisfied cumulatively in the invoices raised up to that stage, the supplier shall indicate how the local content requirement would be met in the subsequent stages.
- 34.11.4 Where currency quoted by the bidder is other than Indian Rupee then the bidder claiming benefits under PP-LC shall consider exchange rate prevailing on the date of notice inviting tender (NIT) for the calculation of Local Content.
- 34.11.5 OIL shall have the authority to audit as well as witness production processes to certify the achievement of the requisite local content.

34.12 **Sanctions:**

- 34.12.1 OIL shall impose sanction on bidder not fulfilling LC of goods/services in accordance with the value mentioned in certificate of LC.
- 34.12.2 The sanctions may be in the form of written warning, financial penalty and blacklisting.
- 34.12.3 If the bidder does not fulfill his obligation after the expiration of the period specified in such warning, OIL shall initiate action for blacklisting such bidder/ successful bidder.
- 34.12.4 A bidder who has been awarded the contract after availing Purchase Preference is found to have violated the LC provision, in the execution of the procurement contract of goods and/or services shall be subject to financial penalty over and above the PBG value prescribed in the contract and shall not be more than an amount equal to 10% of the Contract Price.

In pursuance of the clause No. 34.11.4 above, towards fulfillment of conditions pertaining to Local Contents in accordance with the value mentioned in the certificate of LC, the bidder shall have to submit additional Bank Guarantee (format attached at Annexure-XI) equivalent to the amount of PBG.

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**PART-2**

**BID EVALUATION CRITERIA (BEC)/BID REJECTION CRITERIA(BRC)**

**BID EVALUATION CRITERIA (BEC)**

**BID EVALUATION CRITERIA (BEC):**

The bid shall conform generally to the specifications and terms and conditions given in this bid document. Bids shall be rejected in case the services offered do not conform to required parameters stipulated in the technical specifications. Notwithstanding the general conformity of the bids to the stipulated specifications, the following requirements will have to be particularly met by the bidders without which the same will be considered as non-responsive and rejected. Bidders are advised not to take any exception/deviations to the bid document.

**A) TECHNICAL CRITERIA**

**1.0 EXPERIENCE**

**(i)** The Bidder shall have executed/completed at least 1 (one) Engineering & Project Management Consultancy (EPMC) service job having a value not less than **Rs. 19,40,250.00** or above for **Construction of multi-storeyed/ high rise Residential/ Institutional/ Commercial buildings complete with all the ancillary services**, in previous 7 (seven) years reckoned from the original bid closing date.

In order to ascertain the same the bidder shall have to submit necessary documentary evidence as under-

- (a) Completion Certificate issued by Project proponent (owner)
- (b) Work Order copy and/or Contract document showing **Detail scope of work** and **Time schedule**

**(ii)** The Bidder shall have the experience of providing EPMC service for at least 1 (one) **successfully completed project** related to Construction of **multi-storeyed/ high rise Residential/ Institutional/ Commercial** buildings complete with all the ancillary services of value **not less than Rs. 3.88 Cr.** in previous 7 (seven) years reckoned from the original bid closing date.

In order to ascertain the same the bidder needs to submit necessary supporting document(s) as under-

- (a) Work Order copy and/or Contract document showing **Detail scope of work** and **Time schedule**
- (b) Completion Certificate issued by Project proponent (owner)

Job executed by a bidder for its own organization / subsidiary shall not be considered as experience for the purpose of meeting BEC.

**Note to Technical Criteria:**

(a) EPMC service shall include Design, Engineering and Site supervision & monitoring. Only PMC service, which does not include Design and Engineering, shall not be considered.

(b) Only those works shall be considered for evaluations which have been executed by the bidder as EPMC for Government / Govt. organizations / PSUs. So the bidders are advised to submit 'Past Experience' accordingly.

(c) Composite construction job, where EPMC (Engineering and Project Management Consultancy) service is a part, shall not be considered.

(d) Documents submitted in support of experience as per Para 1.0 (i) and (ii) of the BEC shall be self- attested with legible stamp. It shall be the bidder's responsibility to ensure that the documents submitted in compliance of the experience criteria is clear and adequate.

## **B) FINANCIAL CRITERIA:**

1.0 The following Financial criteria shall have to be met by the bidder:

<b>Sl.</b>	<b>Parameter</b>	<b>Financial Criteria</b>
1	Annual Turnover	Minimum <b>9.31 Lakhs</b> in any of the preceding 3 (Three) financial years, considered from the original bid closing date.
2	Net worth	Net Worth of the bidder should be positive for the preceding financial/ accounting year

### **Note to Financial Criteria:**

(a) Considering the time required for preparation of Financial Statements, if the last date of preceding financial/accounting year falls within the preceding six months reckoned from the original bid closing date and the Financial Statements of the preceding financial/accounting year are not available with the bidder, then the financial turnover of the previous three financial/accounting years excluding the preceding financial/accounting year will be considered. In such cases, the Net Worth of the previous financial/accounting year excluding the preceding financial/ accounting year will be considered. However, the bidder has to submit an affidavit/undertaking certifying that the balance sheet/Financial Statements for the financial year **2021-22** has not been audited so far.

(b) For proof of Annual Turnover & Net Worth, any one of the following document must be submitted along with the bid:-

- i. A certificate issued by a practicing Chartered/Cost Accountant (with Membership Number and Firm Registration Number), certifying the Annual turnover & Net worth as per format prescribed in Proforma-I,

OR

- ii. Audited Balance Sheet along with Profit & Loss account.

In case the bidder is a Central Govt. Organization/PSU/State Govt. Organization/Semi-State Govt. Organization or any other Central/ State Govt. Undertaking, where the auditor is appointed only after the approval of Comptroller and Auditor General (CAG) of India and the Central Government, their certificates may be accepted even though FRN is not available. However, the bidder has to provide documentary evidence for the same.

(c) All certificates issued by a Chartered Accountant in practice must mandatorily mention **UDIN** (Unique Document Identification Number) as instructed by Institute of Chartered Accountants of India (ICAI).

## **C) COMMERCIAL – BID SUBMISSION**

1.0 Bids shall be submitted under single stage composite Bid systems i.e. Technical Bid and Priced Bid separately in the OIL's e-Tender portal. The Technical Bid is to be uploaded as per Scope of Work & Terms of Reference specified in the tender in **“Technical RfX**

**Response” Tab** and Priced Bid as per Schedule of Rates is to be uploaded in the **“Notes & Attachments” Tab**. Bids shall be rejected outright if the prices are indicated in the technical bids. Bids not conforming to this two bid system shall be rejected outright.

2.0 Bidder shall offer firm prices. Price quoted by the successful bidder must remain firm during the execution of the contract and not subject to variation on any account.

3.0 Bid should be valid for 90 days. Bids with shorter validity will be rejected as being non-responsive.

4.0 The Integrity Pact (*Not applicable for this tender*) must be uploaded in OIL’s E-Procurement portal along with the Technical Bid digitally signed by the same signatory who digitally signed the Bid i.e. who is duly authorized to sign the Bid. If any bidder refuses to sign Integrity Pact or declines to submit the Integrity Pact, their bid will be rejected.

5.0 Physical Bids, if any received from the bidders, shall not be considered and will be rejected.

6.0 Bids submitted after the Bid Closing Date and Time will be rejected.

7.0 Bids received through the e-procurement portal shall only be accepted. Bids received in any other form shall not be accepted.

8.0 The bid documents are non-transferable. Bid can only be submitted in the name of the bidder in whose name the User ID and Password have been issued. Unsolicited bids will not be considered and will be straightway rejected.

9.0 Bids shall be typed or written in indelible ink and shall be digitally signed by the bidder or his authorized representative.

10.0 Any document(s) wherever called for, and submitted by bidders, shall be legible, contain no interlineations, white fluid erasures or overwriting except as necessary to correct errors made by the Bidder, in which case such correction shall be initialed by the person or persons who has/have digitally signed the Bid.

11.0 Any Bid containing false statement will be rejected.

12.0 Bidders must quote clearly and strictly in accordance with the price schedule outlined in Schedule of Rates under Section- III of Bid Document; otherwise the Bid will be summarily rejected.

13.0 Non-submission of the documents as specified in BEC will result in rejection of bids.

14.0 Bidder shall fulfill all the relevant clauses applicable for this e-Tender.

15.0 Bidder must accept and comply with the following standard commercial terms as given in the Bid Document in toto failing which bid will be rejected –

- i) Performance Security
- ii) Force Majeure
- iii) Tax Liabilities
- iv) Arbitration
- v) Acceptance of Jurisdiction and Applicable Law
- vi) Liquidated Damage
- vii) Safety & Labour Law
- viii) Termination



- ix) Integrity Pact
- x) Warranty and remedy of defects
- xi) Liability
- xii) Insurance
- xiii) Any other condition specifically mentioned elsewhere in the tender documents that non-compliance of the clause shall lead to rejection of the bid.

16.0 The originals of the documents submitted by the bidder shall have to be produced by the bidder(s) to OIL as and when asked for.

#### **D) EVALUATION OF BIDS FOR QUALITY:**

1.0 Bids qualifying as per terms of Technical Criteria (Para A above) and Financial Criteria (Para B above) shall be eligible for this evaluation.

2.0 Bids shall be evaluated both in terms of **Quality** as well as **Quoted Price** i.e. Quality & Cost Based Selection (**QCBS**) methodology. The weightage for **Quality is 60** and the weightage for the **Quoted price is 40**.

3.0 The marks allocated against various subsections under *Quality* of Bid shall be as hereafter.

3.1 Broad classification:

<b>Sl. No.</b>	<b>Quality Criteria</b>	<b>Maximum Marks</b>
1	Cumulative value of 'works of similar nature' of value Rs. 3.88 Cr. or above, <b>successfully completed during</b> the last 7 (seven) years prior to the original Bid closing date for which the Bidder has provided EPMC service. <i>(Max. Mark shall be allotted to the bidder with the <b>highest cumulative value of 'works of similar nature'</b> and thereafter unit method shall be applied for calculation of marks with less value)</i>	35
2	Cumulative value of 'works of similar nature' of value Rs. 3.88 Cr. or above, <b>successfully completed in North Eastern Region during</b> the last 7 (seven) years prior to the original Bid closing date for which the Bidder has provided EPMC service. <i>(Max. Mark shall be allotted to the bidder with the highest cumulative value of 'works of similar nature' in <b>North Eastern Region</b> and thereafter unit method shall be applied for calculation of marks with less value)</i>	30
3	<b>Nos. of different organisation(s)</b> where the bidder has the experience of providing EPMC service for "works of similar nature" of Rs. 3.88 Cr. or above during the last 7 (seven) years prior to the original Bid closing date. (To be evaluated on the basis of work completion certificate only) <i>(Max. Marks shall be allotted to the bidder with maximum nos. of experience in different organisation and thereafter unit method shall be applied for calculation of marks with less nos. of experience in different organisation.)</i>	20

4	Effective utilization of open space (greenery, park, road side plantation) in terms of percentage plot area. <i>(Maximum mark shall be given to the bidder who shall have the highest % of open space (greenery, park) in the layout and for other bidders; mark shall be evaluated through linear method.)</i>	10
5	No. of 'works of similar nature' successfully completed <b>within Municipal area (such as GMC/GMDA)</b> where permission for construction and occupancy certificate(s) are required to obtain from appropriate Government authority) during the last 7 (seven) years prior to the original Bid closing date for which the Bidder has provided EPMC service. <i>(For 3 or more projects, Max. Marks shall be allotted and thereafter unit method shall be applied for calculation of marks with less nos. of projects.)</i>	5
<b>Total =</b>		<b>100</b>

**Note:**

(a) It shall be the bidder's responsibility to ensure submission of unambiguous /clear and sufficient documentary evidence in support of the evaluation criteria along with requisite calculation.

(b) The following documents shall need to be submitted along with technical bid:

- a) Master plan
- b) Building plan
- c) Design concept
- d) Any other relevant drawing/ document/ calculation/ data that shall be required to supplement the claim of the bidder against the parameters.

(c) OIL reserves the right to verify any or all data/document/information provided by the bidder. False statement by Bidder will make it liable for appropriate action.

(d) **Works of similar nature** means *Construction of multi-storeyed/ high rise Residential/ Institutional/ Commercial* buildings complete with all the ancillary services. Completed Projects will only be considered.

(e) Only those works shall be considered for evaluations which have been executed by the bidder as EPMC for / Government / Govt. organizations / PSUs. So the bidders are advised to submit 'Past Experience' accordingly.

4.0 The Minimum Qualifying Marks a bid shall have to meet in **Quality Criteria is 40 marks.** Bids not meeting the minimum qualifying marks in Quality Criteria shall be rejected. The Bids meeting the minimum qualifying marks shall be called "*Qualified Bids*" and shall be eligible for price evaluation of the bid.

**E) EVALUATED BID PRICE:**

*Qualified Bids (meeting the minimum Qualifying Marks of 40 in Quality Criteria)* and conforming to the technical specifications, terms and conditions stipulated in the bidding document and considered to be responsive after subjecting to Bid Evaluation Criteria shall be considered for further evaluation as per the Evaluation Criteria given below:

1.0 If there is any discrepancy between the unit price and the total price, the unit price will prevail and the total price shall be corrected. Similarly, if there is any discrepancy

between words and figure, the amounts in words shall prevail and will be adopted for evaluation.

2.0 The bidders must quote their Prices in the manner as called for vide Schedule of Rates (SOR) under **Section - III**.

3.0 **Commercial Bids shall be evaluated taking into account the Price quoted against SOR excluding quoted GST.**

4.0 Contract will be awarded for all the items covered under SOR.

5.0 OIL will not be responsible for delay, loss or non-receipt of applications (for bidding documents) and will not entertain any correspondence in this regard.

6.0 Discount: Bidders are advised not to indicate any separate discount. Discount if any, should be merged with the quoted price. Discount of any type indicated separately will not be taken in to account for evaluation purposes. However, in the event such offer without considering discount is found to be the lowest, OIL shall avail such discount at the time of award of contract.

7.0 Lump sum cost must include all liabilities and taxes including statutory liabilities but excluding GST which shall be quoted separately in the Price Bid format.

8.0 The items mentioned in above clause are to be read in conjunction with Schedule of Rates in **Section-III**.

9.0 The responsive bids will be subjected to loading for any deviation(s).

#### **F) INTER-SE-RANKING OF THE QUALIFIED BIDS:**

1.0 To ascertain the inter-se-ranking of the bids the Quality & Cost Based Selection (**QCBS**) methodology as mentioned below shall be adopted:

An **Evaluated Bid Score (B)** will be calculated for each bid, which meets the **minimum Qualifying marks of 40 in Quality Evaluation Criteria**, using the following formula in order to have a comprehensive assessment of the Bid price and the Quality of each bid:

$$B = (C_{\text{low}}/C) * 100 * X + (T/T_{\text{high}}) * 100 * (1-X)$$

Where,

C = Evaluated Bid Price of the bidder

C<sub>low</sub> = The lowest of the evaluated bid prices among responsive bids.

T = The total marks obtained by the bidder against *Quality* criteria

T<sub>high</sub> = The total marks achieved by the best bid among all responsive bids against *Quality* criteria

X = **0.4** (The weightage for *Quality* is 60% and the weightage for the *Quoted price* is 40%)

**Note:** The **Evaluated Bid Score (B)** shall be considered up to two decimal places.

2.0 The bid with the **highest Evaluated Bid Score (B)** will be **recommended for award of contract**.

3.0 In the event of two or more bids having the same highest Evaluated Bid Score (B), the bid scoring the highest marks against *Quality* criteria will be recommended for award of contract.

4.0 As the evaluation of bid shall be based on combine score (Technical parameters and prices), purchase preference policies (like policy for MSEs and PPLC etc.) shall not be applicable.

**G) GENERAL:**

1.0 In case bidder takes exception to any clause of bid document not covered under BEC, then the Company has the discretion to load or reject the offer on account of such exception if the bidder does not withdraw/modify the deviation when/as advised by company. The loading so done by the Company will be final and binding on the bidders.

2.0 To ascertain the substantial responsiveness of the Bid the Company reserves the right to ask the bidder for clarification in respect of clauses covered under BEC also and such clarifications fulfilling the BEC clauses in-toto must be received on or before the deadline given by the Company, failing which the offer will be summarily rejected.

3.0 If any of the clauses in the BEC/BRC contradict with other clauses of the Bid Document elsewhere, then the clauses in the BEC/BRC shall prevail.

**FORMAT FOR CHARTERED ACCOUNTANT / STATUTORY AUDITOR CERTIFICATE FOR FINANCIAL CAPABILITY OF THE BIDDER**

We have verified the Annual Accounts and other relevant records of M/s.....(Name of the bidder) and certify the following:

**A. ANNUAL TURNOVER OF LAST 3 YEARS:**

<b>Year</b>	<b>Amount (Currency)</b>
Year 1:	
Year 2:	
Year 3:	

**B. FINANCIAL DATA FOR LAST AUDITED FINANCIAL YEAR :**

<b>Description</b>	<b>Year.....</b>
	<b>Amount (Currency)</b>
1. Current Assets	
2. Current Liabilities	
3. Working Capital	
4. Net Worth	
5. RETURN ON EQUITY	

Name of Audit Firm:

[Signature of Authorized Signatory]

Date:

Chartered Accountant Name:

Designation:

Seal:

Membership no.

UDIN:

**Instructions:**

1. The financial year would be the same as one normally followed by the bidder for its Annual Report.

2. The bidder shall provide the audited annual financial statements as required for this Tender document. Failure to do so would result in the Proposal being considered as non-responsive. This certificate is to be submitted on the letter head of Chartered Accountant.

**RECORD OF BIDDER'S PAST RELEVANT EXPERIENCE:**

Sl No.	Clients Name, address & contact Telephone No.	Contract No.	Brief description of the contract	Contract period	Contract Value

**Signature of the bidder**

**PART-III / SECTION-I**  
**GENERAL CONDITIONS OF CONTRACT (GCC)**

**OIL INDIA LIMITED**  
**(A Government of India Enterprise)**  
**CONTRACTS SECTION, PHQ**  
**P.O. Udayan Vihar – 781171, Guwahati, ASSAM**

**DESCRIPTION OF WORK/SERVICES:-**

**HIRING OF ENGINEERING AND PROJECT MANAGEMENT CONSULTANT (EPMC) SERVICES FOR “CONSTRUCTION OF CENTRALIZED CORE REPOSITORY INSIDE OIL’S PHQ PREMISES AT NARANGI, GUWAHATI, ASSAM”**

**GENERAL CONDITIONS OF CONTRACT**

**1.0        APPLICABILITY, DEFINITION & INTERPRETATION**

**1.1        Applicability**

All clauses in the General Conditions of Contract [GCC] shall apply to all transactions except as otherwise stated in the Special Conditions of Contract [SCC] and/or BEC/BRC. Furthermore, in the event if there is any conflict between the Principal text of the Agreement and the Appendixes, the Principal text will prevail.

**1.2        Definition & Interpretation**

In the contract (as hereinafter defined) the following words and expressions shall have the meaning hereby assigned to them except where the context otherwise requires:

**1.2.1      COMPANY/OIL/Operator:**

Shall mean Oil India Limited [OIL] a public sector undertaking, incorporated under COMPANY’S Act 1956 having its registered office at Duliajan-786602, Assam, India and includes its successor and permitted assigns.

**1.2.2      CONTRACTOR:**

Shall mean the person or persons, firm or COMPANY or corporation incorporated in India or abroad, who has been awarded with the contract and includes contractor’s legal representatives, his successors and permitted assigns.

**1.2.3      Contract:**

Shall mean a written agreement between the COMPANY and the CONTRACTOR for execution of the services/works including all contract documents and subsequent amendments, if any.

**1.2.4      Site:**

Shall mean the place in which the operations/services are to be carried out or places approved by OIL for the purposes of the CONTRACT together with any other places designated in the CONTRACT as forming part of the site.

**1.2.5 COMPANY's Site Representative/Engineer:**

Shall mean the person or the persons appointed by the COMPANY from time to time to act on its behalf at the site for overall co-ordination, supervision and project management at site.

**1.2.6 Sub-Contract:**

Shall mean order/contract placed by the CONTRACTOR for any portion of the CONTRACT or work sublet with necessary written consent of COMPANY on third party. Such sub-letting shall not relieve the CONTRACTOR from any obligation, duty or responsibility under the CONTRACT.

**1.2.7 Sub-Contractor:**

Shall mean any person or firm or COMPANY (other than CONTRACTOR) to whom any part of the work has been entrusted by CONTRACTOR, with written consent of OIL or the persons appointed by OIL, successors and permitted assigns of such persons, firm or COMPANY).

**1.2.8 Contractor's Representative:**

Shall mean such person/or persons duly appointed representative at the site and base as the CONTRACTOR may designate in writing to the COMPANY as having authority to act for the CONTRACTOR in matters affecting the work and to provide the requisite services.

**1.2.9 Contract Price/Value:**

Shall mean the sum accepted or the sum calculated in accordance with the rates accepted in tender and/or the contract rates as payable to the CONTRACTOR for the entire execution and completion of the services/works, including amendments/modification/change order issued by the COMPANY.

**1.2.10 Firm price:**

The prices will remain unchanged, except for statutory changes, during currency of the CONTRACT unless specifically agreed to in writing by COMPANY.

**1.2.11 Service/Works/Operations:**

Shall mean and include all items and things to be supplied/done and all work/Service to be performed by the CONTRACTOR as specified in the Scope of Work under this CONTRACT and shall also include all extra, additional, altered or substituted works/services as required for the purpose of successful execution of the Contract.

**1.2.12 Equipment/Materials/Goods:**

Shall mean and include any equipment, machinery, instruments, stores, goods which CONTRACTOR is required to provide to the COMPANY for/under the CONTRACT and amendments thereto.



- 1.2.13 Drawings:**  
Shall mean and include all Engineering sketches, general arrangements/ layout drawings, sectional plans, all elevations, photographs, etc. related to the CONTRACT together with modification and revision thereto.
- 1.2.14 Specifications:**  
Means and includes all technical specifications, provision attached and referred to in the tender/contract document regarding method and manner of performing the services and qualities of the service/materials to be provided under the contract and also as modified by the COMPANY/its site representative during the execution of contract in the best interest of service.
- 1.2.15 Engineer In-charge (EIC):**  
Shall mean the person designated from time to time by the COMPANY and shall include those who are expressly authorized by the COMPANY to act for and on its behalf for operation of the contract.
- 1.2.16 Inspectors:**  
Shall mean any person or outside Agency nominated by COMPANY to inspect equipment, materials and services, if any, in the CONTRACT (stage wise as well as final) as per the terms of the CONTRACT.
- 1.2.17 Tests:**  
Shall mean such process or processes to be carried out by the CONTRACTOR as are prescribed in the CONTRACT, considered necessary by the COMPANY or their representative to ascertain quality, workmanship, performance and efficiency of equipment or services thereof.
- 1.2.18 Approval:**  
Shall mean and include the written consent duly signed by COMPANY or their authorized official in respect of all documents, drawings or other particulars in relation to the CONTRACT.
- 1.2.19 Day:**  
Shall mean a calendar day of twenty –four (24) consecutive hours beginning at 00:00 hours with reference to local time at the site.
- 1.2.20 Month:**  
Shall mean a calendar month as per Gregorian calendar.
- 1.2.21 Year:**  
Shall mean calendar year as per Gregorian calendar.
- 1.2.22 Working day:**  
Means any day which is not declared to be holiday by the COMPANY.

- 1.2.23 Bid/offer:**  
Shall mean the proposal/Offer along with supporting documents submitted by the bidder in response to the tender or enquiry in accordance with the terms of Tender or Enquiry, for consideration by COMPANY, prior to award of contract.
- 1.2.24 Guarantee:**  
Shall mean the period and other conditions governing the warranty/guarantee of the services as provided in the CONTRACT.
- 1.2.25 Mobilization:**  
Shall mean rendering the equipment fully manned and equipped as per CONTRACT and ready to begin work at site designated by the COMPANY and accepted by the COMPANY after inspection.
- 1.2.26 De-mobilization:**  
Shall mean the removal of all items forming part of the mobilization from the site of the COMPANY and inspection and acceptance thereafter by the COMPANY including compliance of requirement in relation to re-export of imported equipment/materials under concessional duty scheme in accordance with relevant notification from Customs Authorities.
- 1.2.27 Willful Misconduct:**  
Shall mean intentional disregard of good and prudent standards of performance or proper conduct under the Contract with knowledge that it is likely to result in any injury to any person or persons or loss or damage of property of the Company or Third Party.
- 1.2.28 Gross Negligence:**  
Shall mean any act or failure to act (whether sole, joint or concurrent) by a person or entity which was intended to cause, or which was in reckless disregard of or unjustifiable indifference to, avoidable and harmful consequences such person or entity knew, or should have known, would result from such act or failure to act. Notwithstanding the foregoing, Gross negligence shall not include any action taken in good faith for the safeguard of life or property.
- 1.2.29 Criminal Negligence:**  
Shall mean that the crime happened negligently, there was duty of care upon the Person but inadvertently due to his negligence, the duty was breached, which causes harm to the people in the form of death or serious injury.
- 1.2.30 GST Legislations:**  
'GST legislations' means 'any or all of the following legislations as may be applicable to the CONTRACTOR and OIL:
- (A) The Central Goods & Services Tax Act, 2017;
  - (B) The Integrated Goods & Services Act, 2017;
  - (C) The Union Territory Goods & Services Tax Act, 2017;
  - (D) The respective State Goods & Service Tax Acts'

- (E) The Goods and Services (Compensation to States) Act, 2017
- (F) The Customs Act and the Customs Tariff Act.
- (G) Any other applicable Act related to GST

**2.0 CONTRACT DOCUMENT:**

**2.1 Governing language:** The governing language for the CONTRACT shall be English. All CONTRACT documents and all correspondence and communication to be given and all other documentation to be prepared and supplied under the CONTRACT shall be written in English and the CONTRACT shall be construed and interpreted in accordance with English language.

**2.2 Entire Agreement:** The CONTRACT constitutes the entire agreement between OIL and the CONTRACTOR with respect to the subject matter of the CONTRACT and supersedes all communication, negotiations and agreement (whether written or oral) of the parties with respect thereto made prior to the date of this agreement, unless such communication(s) expressly forms part of the contract or included by reference.

**2.3 Amendment in CONTRACT:** No Amendment of the Contract shall be valid unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of each party thereto. OIL shall not be bound by any printed conditions, provisions in the CONTRACTOR's BID, forms of acknowledgement of CONTRACT, invoice and other documents which purport to impose any condition at variance with or supplement to CONTRACT.

**3.0 WAIVERS AND AMENDMENTS:**

**3.1 Waivers:** It is fully understood and agreed that none of the terms and conditions of this contract shall be deemed waived by either party unless such waiver is executed in writing only by the duly authorized representatives of both the parties. The failure of either party to execute any right shall not act as a waiver of such right by such party.

**3.2 Change Program:** It is agreed that CONTRACTOR shall carry out work in accordance with the completion program (e.g. Drilling Programme) to be furnished by the COMPANY, which may be changed from time to time by reasonable modifications in the program as COMPANY sees fit. COMPANY's instruction in this regard shall be final and binding.

**4.0 CONTRACT TIMELINE:**

**4.1 Effective Date of Contract:**

The contract shall become effective as of the date COMPANY notifies the CONTRACTOR in writing that it has been awarded the contract. This date of issuance of Letter of Award (LOA) by the COMPANY will be the effective date of contract. All terms and conditions of the contract shall come into force with the date of issuance of LOA.

**4.2 Date of Commencement of Operation:**

The date on which the mobilization is completed in all respects and CONTRACTOR is ready to commence operation as per the contract provision [Certified by the COMPANY's representative] will be treated as the date of Commencement of Operation.

**4.3 Duration of the contract:**

The contract shall be valid for a period as defined in the LOA and Special Conditions of Contract [SCC].

**5.0 SCOPE OF WORK/CONTRACT:**

Scope of the CONTRACT shall be as defined in the CONTRACT, specifications, drawings and Appendices.

**6.0 GENERAL OBLIGATION OF CONTRACTOR:**

CONTRACTOR shall, in accordance with and subject to the terms and conditions of this Contract:

**6.1** Perform the work described in the Terms of Reference/Scope of Work. The CONTRACTOR shall execute the work with professional competence and in an efficient and workman like manner.

**6.2** Except as otherwise provided in the Terms of Reference and the special Conditions of the contract, employ all labours/personnel as required to perform the work.

**6.3** Perform all other obligations, work and services which are required by the terms of this contract or which reasonably can be implied from such terms as being necessary for the successful and timely completion of the work.

**6.4** Comply with all applicable statutory obligations specified in the contract.

**6.5** CONTRACTOR shall be deemed to have satisfied himself before submitting their bid as to the correctness and sufficiency of its bid for the services required and of the rates and prices quoted, which rates and prices shall, except insofar as otherwise provided, cover all its obligations under the contract.

**6.6** CONTRACTOR shall be deemed, prior to submitting their bids, to have satisfied themselves about the weather conditions, working culture in the area, socio-political environment, safety & security aspects, law & order situation and law of the land, and obtain for themselves all necessary information as to the risks, contingencies and all other circumstances, which may influence or affect the various obligations under the Contract.

**6.7** CONTRACTOR shall give or provide all necessary supervision during the performance of the services and as long thereafter within the warranty period as COMPANY may consider necessary for the proper fulfilling of CONTRACTOR's obligations under the contract.

**7.0 GENERAL OBLIGATION OF COMPANY:**

COMPANY shall, in accordance with and subject to the terms and conditions of this contract:

**7.1** Pay CONTRACTOR in accordance with terms and conditions of the contract.

**7.2** Allow CONTRACTOR access, subject to normal security and safety procedures, to all areas as required for orderly performance of the work as specified in the Scope of Works of the contract or work connected therewith.

**7.3** Perform all other obligations required of COMPANY by the terms of this contract.

**8.0 DUTIES AND POWER/AUTHORITY:**

**8.1 OIL's site representative/engineer:**

The duties and authorities of OIL's site representative/engineer are to act on behalf of OIL for:

- (a) Overall supervision, co-ordination and Project Management at site.
- (b) Proper and optimum utilization of equipment and services.
- (c) Monitoring of performance and progress
- (d) Commenting/countersigning on reports made by the CONTRACTOR's representative at site in respect of works, receipts, consumption etc. after satisfying himself with the facts of the respective cases.
- (e) He shall have the authority, but not obligation at all times and any time to inspect/test/examine/verify any equipment machinery, instruments, tools, materials, personnel, procedures and reports etc. directly or indirectly pertaining to the execution of the work. However this shall not construe to imply an acceptance by the inspector. Hence, the overall responsibility of quality of work shall rest solely with the CONTRACTOR.
- (f) Each and every document emerging from site in support of any claim by the CONTRACTOR has to have the countersignature/comments of the OIL's representative/engineer without which no claim shall be entertained by the OIL.

**8.2 CONTRACTOR's representative:**

- (a) The CONTRACTOR's representative shall have all the powers requisite for the performance of the Service/Works, subject to holding due authorization from the CONTRACTOR.
- (b) Representative(s) shall liaise with OIL's representative/engineer for the proper co-ordination and timely completion of the works and on any matter pertaining to the works.

- (c) Representative(s) shall extend full co-operation to OIL's representative/inspector/engineer in the manner required by them for supervision/inspection/observation of equipment, material, procedures, performance, reports and records pertaining to works.
- (d) To have complete charge of CONTRACTOR's personnel engaged in the performance of the work and to ensure compliance of rules and regulations and safety practice.

**9.0 Personnel to be deployed by contractor:**

CONTRACTOR warrants that it shall provide competent, qualified and sufficiently experienced personnel to perform the work correctly and efficiently.

**9.1** The CONTRACTOR should ensure that their personnel observe all statutory safety requirement including those prescribed by the COMPANY. Upon COMPANY's written request, CONTRACTOR, entirely at its own expense, shall remove immediately any personnel of the CONTRACTOR determined by the COMPANY to be unsuitable and shall promptly replace such personnel with personnel acceptable to the COMPANY. Replacement personnel should be mobilized within 15 days from the date of issuance of notice without affecting the operation of the COMPANY.

**9.2** The CONTRACTOR shall be solely responsible throughout the period of the contract for providing all requirements of their personnel including but not limited to, their transportation to & fro from Guwahati /field site, enroute/ local boarding, lodging, personal protective gear & medical attention etc. COMPANY shall have no responsibility or liability in this regard.

**9.3** However, COMPANY shall provide available medical assistance/facilities to CONTRACTOR's Personnel in case of emergency at its own establishment on chargeable basis.

**9.4** CONTRACTOR's key personnel shall be fluent in English language (both writing and speaking).

**10.0 PERFORMANCE SECURITY:**

**10.1** On receipt of notification of award from the COMPANY, the CONTRACTOR shall furnish the Performance Security to COMPANY within 10 (Ten) days from the date of issue of LOA for an amount specified in the Forwarding Letter and Letter of Award (LOA) as per Proforma-Form and must be in the form of a Bank Draft/Cashier's cheque/Banker's cheque\*/ NEFT/RTGS/Electronic fund transfer to designated account of OIL<sup>#</sup> or Fixed Deposit Receipt (account OIL INDIA LIMITED) or irrevocable Bank Guarantee or irrevocable Letter of Credit (LC) from:

**10.2** Any schedule Indian Bank or Any Branch of an International bank situated in India and registered with Reserve Bank of India as scheduled foreign bank in case of domestic CONTRACTOR/service provider, or

- 10.3** In case of foreign CONTRACTOR/service provider, the bank guarantee can be accepted from any scheduled bank in India or from International bank who has its branch in India registered with Reserve Bank of India.

Any foreign Bank which is not a Scheduled Bank in India, provided the Bank Guarantee issued by such Bank is counter-guaranteed by any Branch situated in India of any Scheduled Bank incorporated in India.

Bank Guarantee issued by a Scheduled Bank of India at the request of some other Non-Schedule Bank of India shall not be acceptable.

- 10.4** Bank Guarantee issued by a Bank, amongst others, must contain the following particulars of such bank:

Full address.

Branch Code.

Code Nos. of the authorized signatory with full name and designation.

Phone Nos., Fax Nos., E-mail address.

- 10.5** The domestic CONTRACTOR/service provider(s) will have to submit the Bank Guarantee from any of the scheduled banks and on non-judicial stamp paper of requisite value as per the Indian Stamp Act, purchased in the name of the issuing banker.

- 10.6** The foreign CONTRACTOR/service provider(s) will submit the Bank Guarantee from Banks of Indian origin situated in their country. In case no such bank of Indian origin is situated in their country, the Bank Guarantee may be submitted from the bankers as specified above.

- 10.7** The Performance Security shall be denominated in the currency of the contract.

- 10.8** The Performance Security specified above must be valid for the entire duration of the Contract including 3 months after associated defect liability period of 1 Year. The Performance Security will be discharged by COMPANY not later than 30 days following its expiry of claim period. In the event of any extension of the Contract period, Bank Guarantee should be extended by CONTRACTOR by the period equivalent to the extended period.

- 10.9** The Performance Security shall be encashed by COMPANY on account of CONTRACTOR's failure to fulfil its obligations under the Contract and/or non-performance/un-satisfactory of the Contractor. Company shall not be required to proof any loss or damage on account of Contractor's non-performance/un-satisfactory performance.

- 10.10** The Performance Security will not accrue any interest during its period of validity or extended validity.

- 10.11** Failure of the successful Bidder to comply with the requirements of clause 10.0 shall constitute sufficient grounds for annulment of the award and forfeiture of the Bid

Security. In such an eventuality, action will be initiated as per the Banning Policy of OIL in vogue.

#Subject to credit in OIL's account within prescribed time

\*The validity of Bank Draft/Cashier's/Banker's cheque (as applicable) should not be less than 3 months.

In the event CONTRACTOR fails to honour any of the commitments entered into under this agreement, and/or in the event of termination of the contract under provisions of Integrity Pact and/or in respect of any amount due from the CONTRACTOR to OIL, OIL shall have unconditional option under the guarantee to invoke the above bank guarantee and claim the amount from the bank. The bank shall be obliged to pay the amount to OIL on demand.

**11.0 SIGNING OF CONTRACT:**

**11.1** The successful bidder is required to sign a formal detailed contract with OIL within a maximum period of 60 days of date of LOA. Until the contract is signed, the LOA as well as GCC & SCC as prescribed in the Tender, shall remain binding amongst the two parties. In the event of failure on the part of the successful Bidder to sign the contract, OIL reserves the right to terminate the LOA issued to the successful Bidder and invoke the Bid Security or the Performance Security if submitted by the successful Bidder. Such CONTRACTOR shall be put on holiday as per the Banning Policy of OIL [available at [www.oil-india.in](http://www.oil-india.in)].

**12.0 CLAIMS, TAXES & DUTIES:**

**12.1 Claims:**

CONTRACTOR agrees to pay all claims, taxes and fees for equipment, labour, materials, services and supplies to be furnished by it hereunder and agrees to allow no lien or charge resulting from such claims to be fixed upon any property of COMPANY. COMPANY may, at its option, pay and discharge any liens or overdue charges for CONTRACTOR's equipment, labour, materials, services and supplies under this CONTRACT and may thereupon deduct the amount or amounts so paid from any sum due, or thereafter become due, to CONTRACTOR hereunder.

**12.2 Notice of claims:**

CONTRACTOR or COMPANY, as the case may be, shall promptly give the other, notice in writing of any claim made or proceeding commenced for which that party is entitled to indemnification under the CONTRACT. Each party shall confer with the other concerning the defense of any such claims or proceeding, shall permit the other to be represented by counsel in defense thereof, and shall not affect settlement of or compromise any such claim or proceeding without the other's written consent.



**12.3 Taxes:**

- 12.3.1** CONTRACTOR, unless specified otherwise in the CONTRACT, shall bear all tax liabilities, duties, Govt. levies etc. including GST and customs duty, Corporate and personnel taxes levied or imposed on the CONTRACTOR on account of payments received by it from the COMPANY for the work done under this CONTRACT. It shall be the responsibility of CONTRACTOR to submit to the concerned Indian authorities, the returns and all other concerned documents required for this purpose and to comply in all respects with the requirements of the laws in this regard, in time.
- 12.3.2** Tax levied on CONTRACTOR as per the provisions of Indian Income Tax Act and any other enactment/rules on income derived/payments received under the contract will be on CONTRACTOR's account.
- 12.3.3** CONTRACTOR shall be responsible for payment of personal taxes, if any, for all the personnel deployed in India by CONTRACTOR.
- 12.3.4** The CONTRACTOR shall furnish to the COMPANY, if and when called upon to do so, relevant statement of accounts or any other information pertaining to work done under the contract for submitting the same to the Tax authorities, on specific request from them in accordance with provisions under the law. CONTRACTOR shall be responsible for preparing and filing the return of income etc. within the prescribed time limit to the appropriate authority.
- 12.3.5** Prior to start of operations under the contract, the CONTRACTOR shall furnish the COMPANY with the necessary documents, as asked for by the COMPANY and/or any other information pertaining to the contract, which may be required to be submitted to the Income Tax authorities at the time of obtaining "No Objection Certificate" for releasing payments to the CONTRACTOR.
- 12.3.6** Corporate income tax will be deducted at source from the invoice at the specified rate of income tax as per the provisions of Indian Income Tax Act as may be in force from time to time and COMPANY will issue TDS Certificate to the CONTRACTOR as per the provisions of Income Tax Act.
- 12.3.7** Corporate and personnel taxes on CONTRACTOR shall be the liability of the CONTRACTOR and the COMPANY shall not assume any responsibility on this account.
- 12.3.8** All local taxes, levies and duties, sales tax, octroi, etc. on purchases and sales made by CONTRACTOR shall be borne by the CONTRACTOR.
- 12.3.9** CONTRACTOR shall provide all the necessary compliances/invoice/ documents for enabling OIL to avail Input tax credit benefits in respect of the payments of GST which are payable against the CONTRACT. The CONTRACTOR should provide tax invoice issued under GST legislations for the goods and Services (indicating GST). Payment towards the components of GST shall be released by OIL only against appropriate documents i.e.: Tax Invoice/Bill of entry for availing input tax credit (as applicable).

- 12.3.10** The tax invoices as per above provisions should contain all the particulars as required under the invoicing rules under the GST legislations, including, but not limited to the following:
- (i) Name, Address and the GST Registration Number (under the relevant Tax Rules) of the Service Provider (CONTRACTOR).
  - (ii) Name and Address and GST Registration Number of the Service Receiver (Address of OIL).
  - (iii) Description, Classification and Value of taxable service/goods and the amount of applicable tax (CGST, SGST, IGST, UTGST and cess).
- 12.3.11** In case of imported goods, CONTRACTOR/supplier is required to provide original Bill of Entry or copy of Bill of Entry duly attested by Custom authority.
- 12.3.12** The CONTRACTOR should mention the Place of supply in the invoice raised under GST Law.
- 12.3.13** OIL would not accept any invoice without its GSTIN mentioned on the invoice

***Note:** CONTRACTOR who is under composition levy of the GST legislation would raise Bill of supply instead of Tax invoice, which will have GSTIN of supplier as well as OIL.*

**12.4 Goods and Services Tax:**

- 12.4.1** “GST” shall mean Goods and Services Tax charged on the supply of material(s) and services. The term “GST” shall be construed to include the Integrated Goods and Services Tax (hereinafter referred to as “IGST”) or Central Goods and Services Tax (hereinafter referred to as “CGST”) or State Goods and Services Tax (hereinafter referred to as “SGST”) or Union Territory Goods and Services Tax (hereinafter referred to as “UTGST”) depending upon the import/ interstate or intrastate supplies, as the case may be. It shall also mean GST compensation Cess, if applicable.
- 12.4.2** Where the OIL is entitled to avail the input tax credit of GST:
- OIL will reimburse the GST to the Supplier of Goods/Services (Service Provider) at actual against submission of Invoices as per format specified in rules/regulation of GST to enable OIL to claim input tax credit of GST paid. In case of any variation in the executed quantities, the amount on which the GST is applicable shall be modified in same proportion. Returns and details required to be filled under GST laws & rules should be timely filed by supplier with requisite details.
- 12.4.3** Where the OIL is not entitled to avail/take the full input tax credit of GST:
- OIL will reimburse GST to the Supplier of Goods/Services (Service Provider) at actual against submission of Invoices as per format specified in rules/ regulation of GST subject to the ceiling amount of GST as quoted by the bidder. In case of any variation in the

executed quantities (If directed and/or certified by the In-Charge) the ceiling amount on which GST is applicable will be modified on pro-rata basis.

- 12.4.4 The CONTRACTOR will be under obligation for charging correct rate of tax as prescribed under the respective tax laws. Further the CONTRACTOR shall avail and pass on benefits of all exemptions/concessions available under tax laws. Any error of interpretation of applicability of taxes/duties by the CONTRACTOR shall be to CONTRACTOR's account.
- 12.4.5 In case of statutory variation in GST, other than due to change in turnover, payable on the contract value during contract period, the Supplier of Goods/Services (Service Provider) shall submit a copy of the 'Government Notification' to evidence the rate as applicable on the Bid due date and on the date of revision.
- 12.4.6 Beyond the contract period, in case OIL is not entitled for input tax credit of GST, then any increase in the rate of GST beyond the contractual delivery period shall be to Service provider's account whereas any decrease in the rate GST shall be passed on to the OIL.
- 12.4.7 Beyond the contract period, in case OIL is entitled for input tax credit of GST, then statutory variation in applicable GST on supply and on incidental services, shall be to OIL's account.
- 12.4.8 Claim for payment of GST/Statutory variation, should be raised within two [02] months from the date of issue of 'Government Notification' for payment of differential (in %) GST, otherwise claim in respect of above shall not be entertained for payment of arrears.
- 12.4.9 The base date for the purpose of applying statutory variation shall be the Bid Opening Date.
- 12.4.10 The CONTRACTOR will be liable to ensure to have registered with the respective tax authorities, wherever applicable and to submit self-attested copy of such registration certificate(s) and the CONTRACTOR will be responsible for procurement of material in its own registration (GSTIN) and also to issue its own Road Permit/E-way Bill, if applicable etc.

## **12.5 Anti-profiteering clause**

- 12.5.1 As per Clause 171 of GST Act it is mandatory to pass on the benefit due to reduction in rate of tax or from input tax credit to the consumer by way of commensurate reduction in prices.
- 12.5.2 In case rating of Contractor is negative/black listed after award of work for supply of goods/services, then OIL shall not be obligated or liable to pay or reimburse GST to such vendor/Contractor and shall also be entitled to deduct/recover such GST along with all penalties/interest, if any, incurred by OIL.

## **13.0 CUSTOMS DUTY, IF APPLICABLE:**

13.1.1 CONTRACTOR shall be responsible to import the equipment/tools/spares/consumables etc. required for execution of the contract. The CONTRACTOR shall undertake to complete all the formalities as required under the Customs Act/Foreign Trade Policy (FTP) and indemnify OIL from all the liabilities of Customs in this regard.

13.1.2 CONTRACTOR will be solely responsible for payment of all applicable Customs Duty and to comply all Rules and Regulations. Total Contract Price/Value is inclusive of all Customs Duty, if not mentioned otherwise elsewhere in the Contract.

13.1.3 Above clause is to be read with Customs Duty Clause in SCC, if any.

**14.0 INSURANCE:**

**14.1** CONTRACTOR shall at his own expense arrange secure and maintain insurance with reputed insurance companies to the satisfaction of the Company as follows:

Contractor at his cost shall arrange, secure and maintain insurance as may be necessary and to its full value for all such amounts to protect the works in progress from time to time and the interest of Company against all risks as detailed herein. The form and the limit of such insurance, as defined here in together with the under works thereof in each case should be as acceptable to the Company. However, irrespective of work acceptance the responsibility to maintain adequate insurance coverage at all times during the period of Contract shall be that of Contractor alone. Contractor's failure in this regard shall not relieve him of any of his responsibilities & obligations under Contract. All costs on account of insurance liabilities covered under Contract will be to Contractor's account and will be included in Value of Contract. However, the Company may from time to time, during the currency of the Contract, ask the Contractor in writing to limit the insurance coverage risk and in such a case, the parties to the Contract will agree for a mutual settlement, for reduction in value of Contract to the extent of reduced premium amounts. Contractor shall cover insurance with Indian Insurance Companies.

**14.2** Any deductible set forth in any of the above insurance shall be borne by Contractor.

**14.3** CONTRACTOR shall require all of his sub-Contractor to provide such of the foregoing insurance coverage as Contractor is obliged to provide under this Contract and inform the Company about the coverage prior to the commencement of agreements with its sub-Contractors.

**14.4** All insurance taken out by Contractor or their sub-contractor shall be endorsed to provide that the underwriters waive their rights of recourse on the Company and to the extent of the liabilities assumed by Contractor under this Contract.

**14.5 Certificate of Insurance:**

Before commencing performance of the CONTRACT, CONTRACTOR shall furnish OIL with certificates of insurance indicating:

- a) Kinds and amounts of insurance as required herein
- b) Details of coverage

- c) Insurance corporation or companies carrying the aforesaid coverage
- d) Effective and expiry dates of policies
- e) That OIL shall be given thirty (30) days written advance notice of any material change in the policy
- f) Waiver of subrogation endorsement has been attached to all policies and
- g) The territorial limits of all policies.

**14.6** Contractor shall also inform the Company at least 60 days in advance regarding the expiry cancellation and/or changes in any of such documents & ensure revalidation/renewal, etc., as may be necessary well in time.

**14.7** If any of the above policy expire or/are cancelled during the term of this CONTRACT and CONTRACTOR fails for any reason to renew such policies, OIL in no case shall be liable for any loss/damage occurred during the term when the policy is not effective. Furthermore, a penal interest @1% of the Total contract value shall be charged towards not fulfilling of the contractual obligations. Notwithstanding above, should there be a lapse in any insurance required to be taken by the Contractor for any reason whatsoever, loss/damage claims resulting therefrom shall be to the sole account of Contractor.

**14.8** Contractor on demand from Company shall furnish the Insurance Policy having detail terms and conditions, with respect to any Certificate of Insurance submitted to the Company.

CONTRACTOR shall, at his own expense, arrange appropriate comprehensive insurance to cover all risks assumed by the CONTRACTOR under this CONTRACT in respect of CONTRACTOR's equipment, tools and any other belongings of the CONTRACTOR and its personnel as well deputed under this CONTRACT during the entire period of their engagement in connection with this CONTRACT including extensions if any. The CONTRACTOR shall also carry adequate insurance cover against damage/loss to third party person/property. OIL will have no liability on this account.

**14.9 Principal Assured**

The following are to be included as Principal Assured(s) in the Insurance Policies (except in case of Workmen's Compensation/Employer's Liability insurance):  
"Oil India Limited, and CONTRACTOR's name (as appearing in the Contract /LOA)".

**14.10 Waiver of subrogation:**

All insurance policies of the CONTRACTOR with respect to the operations conducted hereunder as set forth in clauses hereof, shall be endorsed by the underwriter in accordance with the following policy wording:

"The insurers hereby waive their rights of subrogation against Oil India Limited or any of their employees or their affiliates and assignees".

**14.11 Deductible:**

The CONTRACTOR shall take policy with minimum deductible as per IRDA prescribed for the policy(ies). That portion of any loss not covered by insurance provided for in this article solely by reason of deductible provision in such insurance policies shall be to the account of the CONTRACTOR.

**14.12 Compliance with Sec 25(1), of “The General Insurance Business (Nationalization) Act 1972”**

Section 25(1) of “The General Insurance Business (Nationalization) Act 1972” is reproduced below:

“No person shall take out or renew any policy of insurance in respect of any property in India or any ship or other vessel or aircraft registered in India with an insurer whose principal place of business is outside India save with the prior permission of the Central Government”.

The above requirement of aforesaid Act needs to be complied with by the CONTRACTOR wherever the aforesaid provisions of Act apply, and compliance confirmations submitted.

**14.13 Loss Payee Clause:**

The Insurance Policies should mention the following in Loss Payee Clause:

“In respect of Insurance claims in which OIL’s interest is involved, written consent of OIL will be required”.

**14.14 On account payment to OIL in case of claim**

In case any loss or damage happen and where OIL’s interest is involved, OIL reserves the right to recover the loss amount from the CONTRACTOR prior to final settlement of the claim.

**14.15** CONTRACTOR shall require all of its SUB-CONTRACTORs to provide such of the foregoing insurance cover as the CONTRACTOR is obligated to provide under this CONTRACT.

**14.16** CONTRACTOR shall at all time during the currency of the contract provide, pay for and maintain the following insurance amongst others:

- i) **Workman Compensation and/Employers’ Liability Insurance:** Workmen's compensation and employer's liability insurance as required by the laws of the country of origin of the employee.
- ii) **Commercial General Liability Insurance:** Commercial General Public Liability Insurance covering liabilities including contractual liability for bodily injury, including death of persons, and liabilities for damage of property. This insurance must cover all operations of CONTRACTOR required to fulfil the provisions under this Contract.

- iii) **Comprehensive General Automotive Liability:** Automobile Public Liability Insurance covering owned, non-owned and hired automobiles used in the performance of the work hereunder, with bodily injury limits and property damage limits shall be governed by Indian Insurance Regulations.
- iv) **Carrier's Legal Liability Insurance:** Carrier's Legal Liability Insurance in respect of all CONTRACTOR's items to be transported by the CONTRACTOR to the site of work, for physical loss or destruction of or damage to goods or merchandise, while in transit.
- v) **Public Liability Act Policy:** Public Liability Act Policy covering the statutory liability arising out of accidents occurring during the currency of the contract due to handling hazardous substances as provided in the Public Liability Insurance Act 1991 and the Rules framed there under.
- vi) **Pradhan Mantri Suraksha Bima Yojana (PMSBY) and Pradhan Mantri Jeevan Jyoti Bima Yojana (PMJJBY):** CONTRACTOR shall, ensure that all his/its personnel deployed under this contract have obtained additional insurance coverage under the Pradhan Mantri Suraksha Bima Yojana (PMSBY) and Pradhan Mantri Jeevan Jyoti Bima Yojana (PMJJBY) through the participating banks and submit the proof of such insurance coverage to the satisfaction of OIL.
- vii) CONTRACTOR's equipment used for execution of the work hereunder shall have an insurance cover with a suitable limit (as per international standards).
- viii) **Any other insurance policy set forth in the SCC**

**Note: An undertaking by the service provider has to be mandatorily provided during the Mobilization time that they have taken all the Insurance provisions as per the contract and as the Law and Insurance Regulation.**

**15.0 LIABILITY:**

**15.1** Except as otherwise expressly provided herein, neither COMPANY nor its servants, agents, nominees, CONTRACTORS, or sub-CONTRACTORS shall have any liability or responsibility whatsoever to whomsoever for loss of or damage to the equipment and/or loss of or damage to the property of the CONTRACTOR and/or their CONTRACTORS or sub-CONTRACTORS, irrespective of how such loss or damage is caused and even if caused by the negligence of COMPANY and/or its servants, agent, nominees, assignees, CONTRACTORS and sub-CONTRACTORS.

**15.2** The CONTRACTOR shall protect, defend, indemnify and hold harmless COMPANY from and against such loss or damage and any suit, claim or expense resulting there from. Neither COMPANY nor its servants, agents, nominees, assignees, CONTRACTORS, sub-CONTRACTORS shall have any liability or responsibility whatsoever for injury to,

illness, or death of any employee of the CONTRACTOR and/or of its CONTRACTORS or sub-CONTRACTOR irrespective of how such injury, illness or death is caused and even if caused by the negligence of COMPANY and/or its servants, agents nominees, assignees, CONTRACTORS and sub-CONTRACTORS. CONTRACTOR shall protect, defend, indemnify and hold harmless COMPANY from and against such liabilities and any suit, claim or expense resulting there from.

- 15.3** The CONTRACTOR hereby agrees to waive its right of recourse and further agrees to cause its underwriters to waive their right of subrogation against COMPANY and/or its underwriters, servants, agents, nominees, assignees, CONTRACTORS and sub-CONTRACTORS for loss or damage to the equipment of the CONTRACTOR and/or its sub-CONTRACTORS and/or their employees when such loss or damage or liabilities arises out of or in connection with the performance of the contract limited to the CONTRACTOR's liabilities agreed to under this Contract.
- 15.4** The CONTRACTOR hereby further agrees to waive its right of recourse and agrees to cause its underwriters to waive their right of subrogation against COMPANY and/or its underwriters, servants, agents, nominees, assignees, CONTRACTORS and sub-CONTRACTORS for injury to, illness or death of any employee of the CONTRACTOR and of its CONTRACTORS, sub-CONTRACTORS and/or their employees when such injury, illness or death arises out of or in connection with the performance of the contract limited to the CONTRACTOR's liabilities agreed to under this Contract.
- 15.5** Except as otherwise expressly provided herein, neither CONTRACTOR nor its servants, agents, nominees, CONTRACTORS or sub-CONTRACTORS shall have any liability or responsibility whatsoever to whomsoever for loss of or damage to the equipment and/or loss or damage to the property of the COMPANY and/or their CONTRACTORS or sub-CONTRACTORS, irrespective of how such loss or damage is caused and even if caused by the negligence of CONTRACTOR and/or its servants, agents, nominees, assignees, CONTRACTORS and sub-CONTRACTORS. The COMPANY shall protect, defend, indemnify and hold harmless CONTRACTOR from and against such loss or damage and any suit, claim or expense resulting there from.
- 15.6** Except as otherwise expressly provided herein, neither CONTRACTOR nor its servants, agents, nominees, assignees, CONTRACTORS, sub-CONTRACTORS shall have any liability or responsibility whatsoever to whomsoever for injury or illness, or death of any employee of the COMPANY and/or of its CONTRACTORS or sub-CONTRACTORS irrespective of how such injury, illness or death is caused and even if caused by the negligence of CONTRACTOR and/or its servants, agents, nominees, assignees, CONTRACTORS and sub-CONTRACTORS. COMPANY shall protect, defend indemnify and hold harmless CONTRACTOR from and against such liabilities and any suit, claim or expense resulting there from.
- 15.7** The COMPANY agrees to waive its right of recourse and further agrees to cause its underwriters to waive their right of subrogation against CONTRACTOR and/or its underwriters, servants, agents, nominees, assignees, CONTRACTORS and sub-CONTRACTORS for loss or damage to the equipment of COMPANY and/or its



CONTRACTORs or sub-CONTRACTORs when such loss or damage or liabilities arises out of or in connection with the performance of the contract.

- 15.8** The COMPANY hereby further agrees to waive its right of recourse and agrees to cause it underwriters to waive their right of subrogation against CONTRACTOR and/or its underwriters, servants, agents, nominees, assignees, CONTRACTORs and sub-CONTRACTORs for injury to, illness or death of any employee of the COMPANY and of its CONTRACTORs, sub-CONTRACTORs and/or their employees when such injury, illness or death arises out of or in connection with the performance of the Contract.

**16.0** **LIMITATION OF LIABILITY:**

- a) Notwithstanding any other provisions herein to the contrary, except only in cases of willful misconduct and/or criminal acts and/or criminal negligence, neither the CONTRACTOR nor the COMPANY (OIL) shall be liable to the other, whether in Contract, tort, or otherwise, for any consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided however that this exclusion shall not apply to any obligation of the CONTRACTOR to pay Liquidated Damages to the COMPANY and/or COMPANY's right to forfeit the Performance Bank Guarantee(s) in terms of the contract.
- b) Notwithstanding any other provisions incorporated elsewhere in the contract, the aggregate liability of the CONTRACTOR in respect of this contract, whether under Contract, in tort or otherwise, shall not exceed 100% of the Contract Price (if not specified otherwise in SCC), provided however that this limitation shall not apply to the cost of repairing or replacing defective equipment by the CONTRACTOR, or to any obligation of the CONTRACTOR to indemnify the COMPANY with respect to Intellectual Property Rights.
- c) COMPANY shall indemnify and keep indemnified CONTRACTOR harmless from and against any and all claims, costs, losses and liabilities in excess of the aggregate liability amount in terms of clause (b) above.

**17.0** **LIABILITY OF UNION GOVERNMENT OF INDIA:**

It is expressly understood and agreed upon by and between CONTRACTOR and OIL INDIA LIMITED, and that OIL INDIA LIMITED is entering into this agreement solely on its own behalf and not on behalf of any other person or entity. In particular, it is expressly understood and agreed that Union of India is not a party to this agreement and has no liabilities, obligations or rights, whatsoever hereunder. It is expressly understood and agreed that OIL INDIA LIMITED is an independent legal entity with power and authority to enter into contracts solely on its own behalf under the applicable laws of India and general principles of the Contract law. The bidder/CONTRACTOR expressly agrees, acknowledges and understands that OIL INDIA LIMITED is not an agent, representative or delegate of the Union of India. It is further understood and agreed that

Union of India is not and shall not be liable for any acts, omissions, commissions, breaches or other wrongs arising out of the contract. Accordingly, bidder/ CONTRACTOR hereby expressly waives, releases and foregoes any and all actions or claims, including cross claims, impleader claims or counter claims against the Union of India arising out of this contract and covenants not to sue the Union of India as to any manner, claim, cause of action or thing whatsoever arising of or under this agreement.

**18.0 CONSEQUENTIAL DAMAGE:**

Except as otherwise expressly provided, neither party shall be liable to the other for special, indirect or consequential damages resulting from or arising out of the contract, including but without limitation, to loss or profit or business interruptions, howsoever caused and regardless of whether such loss or damage was caused by the negligence (either sole or concurrent) of either party, its employees, agents or sub-CONTRACTORS.

**19.0 RISK PURCHASE:**

In the event, CONTRACTOR's failure to provide the services as per the Contractual scope, terms and conditions, COMPANY (OIL) reserves the right to hire the services from any other source at the CONTRACTOR's risk & cost and the difference in cost shall be borne by the CONTRACTOR. Further, OIL shall retain the right of forfeiture of Performance Bank Guarantee and any other action as deemed fit. In certain operational situations OIL reserves the right to take over the site including the service equipment at the risk and cost of the CONTRACTOR.

**20.0 INDEMNITY AGREEMENT:**

**20.1** Except as provided hereof CONTRACTOR agrees to protect, defend, indemnify and hold COMPANY harmless from and against all claims, suits, demands and causes of action, liabilities, expenses, cost, liens and judgments of every kind and character, without limit, which may arise in favour of CONTRACTOR's employees, agents, CONTRACTORS and sub-CONTRACTORS or their employees or in favour of any third party(is) on account of bodily injury or death, or damage to personnel/property as a result of the operations contemplated hereby, regardless of whether or not said claims, demands or causes of action arise out of the negligence or otherwise, in whole or in part or other faults.

**20.2** Except as provided hereof COMPANY agrees to protect, defend, indemnify and hold CONTRACTOR harmless from and against all claims, suits, demands and causes of action, liabilities, expenses, cost, liens and judgments of every kind and character, without limit, which may arise in favour of COMPANY's employees, agents, CONTRACTORS and sub-CONTRACTORS or their employees or in favour of any third party(is) on account of bodily injury or death, or damage to personnel/property as a result of the operations contemplated hereby, regardless of whether or not said claims, demands or causes of action arise out of the negligence or otherwise, in whole or in part or other faults.

**21.0 INDEMNITY APPLICATION:**

The indemnities given herein above, whether given by COMPANY or CONTRACTOR shall be without regard to fault or to the negligence of either party even though said loss, damage, liability, claim, demand, expense, cost or cause of action may be caused, occasioned by or contributed to by the negligence, either sole or concurrent of either party.

**22.0 ROYALTY PATENTS:**

Each party shall hold harmless and indemnify the other from and against all claim and proceedings for or on account of any patent rights, design, trade mark or other protected rights arising from any use of materials, equipment, processes, inventions and methods, which have not been imposed on the attending party by the terms of the contract or the specifications forming part thereof.

**23.0 WARRANTY AND REMEDY OF DEFECTS:**

**23.1** CONTRACTOR warrants that they shall perform the work in a first class, workmanlike, and professional manner and in accordance with their highest degree of quality, efficiency and current state of the art technology/industry practices and in conformity with all specifications, standards and drawings set forth or referred to in the Terms of Reference and with instructions and guidance, which COMPANY may, from time to time, furnish to the CONTRACTOR.

**23.2** Should COMPANY discover at any time during the tenure of the Contract or till the Unit/equipment/tools are demobilized from site or base camp (if applicable) that the work does not conform to the foregoing warranty, CONTRACTOR shall after receipt of notice from COMPANY, promptly perform any and all corrective work required to make the services conform to the Warranty. Such corrective Work shall be performed entirely at CONTRACTOR's own expenses. If such corrective Work is not performed within a reasonable time, the COMPANY, at its option may have such remedial Work performed by others and charge the cost thereof to CONTRACTOR subject to a maximum of the contract value payable for the defective work which needs corrective action which the CONTRACTOR must pay promptly. In case CONTRACTOR fails to perform remedial work, or pay promptly in respect thereof, the performance security shall be forfeited.

**24.0 SUBCONTRACTING/ASSIGNMENT:**

**24.1** CONTRACTOR shall not subcontract, transfer or assign the contract, or any part under this contract, to any third party(ies). Except for the main services under this contract, CONTRACTOR may sub-contract the petty support services subject to COMPANY's prior written approval. However, CONTRACTOR shall be fully responsible for complete execution and performance of the services under the Contract.

**24.2** Consequent upon of placement of contract, if successful bidder(s)(other than Micro/Small Enterprise) is procuring materials/services from their sub-vendor, who is a

Micro or Small Enterprise registered with District Industry Centers or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of MSME with prior consent in writing of the purchasing authority/Engineer in Charge the details like Name, Registration No., Address, Contact No., details of material and value of procurement made, etc. of such enterprises shall be furnished by the CONTRACTOR at the time of submission of invoice/bill.

**25.0 RECORDS, REPORTS AND INSPECTION:**

The CONTRACTOR shall, at all times during the currency of the contract, permit the COMPANY and its authorized employees and representatives to inspect all the Work performed and to witness and check all the measurements and tests made in connection with the said work. The CONTRACTOR shall keep an authentic, accurate history and logs including safety records of each service item with major items consumed, which shall be open at all reasonable times for inspection by the COMPANY's designated representatives and its authorized employees. The CONTRACTOR shall provide the COMPANY's designated representatives with a daily written report, on form prescribed by the COMPANY showing details of operations during the preceding 24 hours and any other information related to the said services requested by the COMPANY whenever so requested. The CONTRACTOR shall not, without COMPANY's written consent allow any third person(s) access to the said information or give out to any third person information in connection therewith.

**26.0 CONFIDENTIALITY, USE OF CONTRACT DOCUMENTS AND INFORMATION:**

**26.1** CONTRACTOR shall not, without COMPANY's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing pattern, sample or information furnished by or on behalf of COMPANY in connection therewith, to any person other than a person employed by CONTRACTOR in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only, as may be necessary for purposes of such performance with prior permission from COMPANY. However, nothing hereinabove contained shall deprive the CONTRACTOR of the right to use or disclose any information which is:

- a) possessed by the CONTRACTOR, as evidenced by the CONTRACTOR's written records, before receipt thereof from the COMPANY which however the CONTRACTOR shall immediately inform to COMPANY; or
- b) required to be disclosed by the CONTRACTOR pursuant to an order of a court of competent jurisdiction or other governmental agency having the power to order such disclosure, provided the CONTRACTOR uses its best efforts to provide timely notice to COMPANY of such order to permit COMPANY an opportunity to contest such order subject to prior permission from COMPANY.

- 26.2 CONTRACTOR shall not, without COMPANY's prior written consent, make use of any document or information except for purposes of performing the contract.
- 26.3 Any document supplied to the CONTRACTOR in relation to the contract other than the Contract itself remain the property of COMPANY and shall be returned (in all copies) to COMPANY on completion of CONTRACTOR's performance under the Contract if so required by COMPANY.
- 26.4 During the currency of the Contract, COMPANY and its employees, agents, other CONTRACTORS, sub-CONTRACTORS (of any tier) and their employees etc. may be exposed to certain confidential information and data of the CONTRACTOR. Such information and data held by the COMPANY, its employees, agents, other CONTRACTORS, sub-CONTRACTORS (of any tier) and their employees in the strictest Confidence and shall not be disclosed to any other party except on a need to know basis.

However, the above obligation shall not extend to information which:

- i) is, at the time of disclosure, known to the public which CONTRACTOR shall immediately inform COMPANY;
- ii) is lawfully becomes at a later date known to the public through no fault of CONTRACTOR subject to CONTRACTOR's undertaking that no information has been divulged by them to the public;
- iii) is lawfully possessed by CONTRACTOR before receipt thereof from COMPANY which should be immediately informed to COMPANY;
- iv) is developed by CONTRACTOR independently of the information disclosed by COMPANY which should be shared with the COMPANY;
- v) CONTRACTOR is required to produce before competent authorities or by court order subject to prior permission from COMPANY;

**27.0 REMUNERATION AND TERMS OF PAYMENT:**

- 27.1 COMPANY shall pay to the CONTRACTOR during the term of the Contract the amount due from time to time calculated according to the rates of payment set and in accordance with other provisions hereof. No other payments shall be due from COMPANY unless specifically provided for in the Contract. All payments will be made in accordance with the terms hereinafter described.
- 27.2 Request for payment/part payment to third party i.e. other than the party on whom the contract has been awarded will not be entertained by OIL under any circumstances.
- 27.3 MANNER OF PAYMENT: All payments due by COMPANY to CONTRACTOR hereunder shall be made at CONTRACTOR's designated bank. Bank charges, if any will be on account of the CONTRACTOR.
- 27.4 Payment of any invoices shall not prejudice the right of COMPANY to question the validity of any charges therein, provided COMPANY within one year after the date of payment shall make and deliver to CONTRACTOR written notice of objection to any item or items the validity of which COMPANY questions.

- 27.5** INVOICES: Mobilization charges will be invoiced only upon completion of mobilization as certified by COMPANY representative and CONTRACTOR is ready at site for starting the services/operation. Payment of mobilization charges shall be made within 45 days following the date of receipt of undisputed invoices by COMPANY.
- 27.6** CONTRACTOR shall send invoice to COMPANY on the day following the end of each month for all daily or monthly charges due to the CONTRACTOR.
- 27.7** CONTRACTOR will submit 02 (Two) sets of all invoices duly super scribed 'Original' and 'copy' as applicable to the COMPANY for processing payment. Separate invoices for the charges payable under the contract shall be submitted by the CONTRACTOR for foreign currency and Indian currency.
- 27.8** Payment of monthly invoices, if undisputed, shall be made within 30 days following the date of receipt of invoice by COMPANY.
- 27.9** COMPANY shall within 30 days of receipt of the invoice notify the CONTRACTOR of any item under dispute, specifying the reasons thereof, in which event, payment of the disputed amount may be withheld until settlement of the dispute, but payment shall be made of any undisputed portion on or before the due date. This will not prejudice the COMPANY's right to question the validity of the payment at a later date as envisaged in clause no. 27.4 above.
- 27.10** The acceptance by CONTRACTOR of part payment on any billing not paid on or before the due date shall not be deemed a waiver of CONTRACTOR's rights in any other billing, the payment of which may then or thereafter be due.
- 27.11** Payment of Final demobilization charges shall be made if applicable within 45 days on receipt of invoice by COMPANY accompanied by the following documents from the CONTRACTOR:
- a) Audited account up to completion of the Contract.
  - b) Tax audit report for the above period as required under the Indian Tax Laws.
  - c) Documentary evidence regarding the submission of returns and payment to taxes for the expatriate personnel engaged by the CONTRACTOR or by its sub-CONTRACTOR.
  - d) Proof of re-export of all items including the unutilized spares and consumables (excepting consumables consumed during the contract period) and also cancellation of re-export bond if any.
  - e) Any other documents as required by applicable Indian Laws.

In case, no demobilization charges are payable, the documents mentioned above will have to be submitted by the CONTRACTOR before release of the final payment by the COMPANY. A certificate from Chartered Accountant on (a), (b) & (c) above will suffice.

**27.12** CONTRACTOR shall maintain complete and correct records of all information on which CONTRACTOR's invoice are based upto 02 (two) years from the date of last invoice. Such records shall be required for making appropriate adjustments or payments by either party in case of subsequent audit query/objection.

**28.0 PAYMENT OF COMMISSION/FEE/REMUNERATION OF INDIAN AGENT /CONSULTANT/REPRESENTATIVE/RETAINER/ASSOCIATE OF FOREIGN PRINCIPAL (APPLICABLE IN ICB TENDERS ONLY):**

The Commission/fee/remuneration of the Indian agent/ consultant/ associate/ representative/retainer, if any, will be paid within 30 days of the payment of invoice made to the CONTRACTOR, The amount of commission/ fee/remuneration as a percentage of invoice value as per contract provisions will be deducted by COMPANY/OIL from the monthly invoices of the CONTRACTOR and paid to the Indian agent/ consultant/ representative/retainer/associate.

**29.0 DETAILS OF STATUTORY PAYMENTS LIKE EPF AND ESI ETC.**

Wherever applicable, the CONTRACTOR (including those engaging 'International Workers') shall have itself registered under Employees' Provident Fund and Miscellaneous Provisions Act, 1952 and Employees' State Insurance Act, 1948 and follow the relevant statutory provisions including Rules made there-under concerning contractual workers.

The CONTRACTOR shall be required to submit the following documents/details to the Corporation:

(i) Copy of PF-ECR duly stamped by the designated Bank, alongwith a print of the digitally signed PDF data sheet of the ECR, as proof of payment, each month, details of this PDF data sheet shall be verified by the appropriate authority (i.e. Payment Making Authority) in the COMPANY from the official website of EPFO (<http://www.epfindia.gov.in>).

(a) Copy of the online challan endorsed/stamped by the designated bank as proof of receipt of payment towards monthly contribution of ESI contribution.

(b) Copy of Return of contribution in respect of ESI for each contribution period of the six months i.e. for the contribution period ended 30th Sept and the contribution period ended 31st March.

(iii) As an Annexure to each EPF-ECR and ESI Challan(s), CONTRACTOR shall also furnish the following Certificates:

- 1) The furnished information is correct to the best of his knowledge.
- 2) In case any discrepancies or irregularities is/are noticed in this undertaking, then OIL is free to inform the PF/ESIC Authorities.

- 3) Before the completion of contract, CONTRACTOR shall serve one-month notice to all his contractual workers, informing that their services will be terminated.
- 4) Within one month on completion/expiry of the contract, CONTRACTOR shall pay all the dues/terminal dues such as leave with wages, bonus (if applicable), Gratuity (if applicable), to all his contractual workmen, failing which CONTRACTOR's Bank Guarantee/Security Deposit may be withheld by OIL.

COMPANY may verify the deposit of statutory contribution made by the CONTRACTORS with the EPFO/ESI authorities, where deemed necessary. However, before making payment of the last bill/invoice of the CONTRACTOR, the COMPANY may verify the details/status of the payment towards EPF/ESI made by the CONTRACTOR from the authorities/official website of EPF/ESI (i.e. <http://www.epfindia.gov.in> and <http://www.esic.in>). In case the information furnished by the CONTRACTOR is found to be incorrect the COMPANY shall take appropriate action against the CONTRACTOR in accordance with law.

The CONTRACTOR agrees and undertakes to indemnify OIL for any liabilities arising out of declarations made by him in future on violation or provisions of the EPF Act 1952 and ESI Act 1948.

**30.0**

**TIMELY MOBILISATION AND LIQUIDATED DAMAGES:**

- a) Time is the essence of this Contract. If the CONTRACTOR fails to mobilize and deploy the required manpower/equipment and/or fails to commence the operation within the period specified as specified under mobilization clause under SCC, OIL shall have, without prejudice to any other right or remedy in law or contract including sub clause (b) below, the right to terminate the contract.
- b) If the contractor is unable to mobilize/deploy and commence the operation within the period specified in sub clause (a) above, it may request OIL for extension of the time with unconditionally agreeing for levy and recovery of LD. Upon receipt of such a request, OIL may at its discretion, extend the period of mobilization and shall recover from the CONTRACTOR, as an ascertained and agreed Liquidated Damages, a sum equivalent to @ 0.5% of contract value including mobilization cost, per week or part thereof of delay subject to maximum of 7.5% of the Contract Price.
- c) The parties agree that the sum specified above is not a penalty but a genuine pre-estimate of the loss/damage which will be suffered by OIL on account of delay on the part of the CONTRACTOR and the said amount will be payable without proof of actual loss or damage caused by such delay.
- d) LD will be calculated on the basis of Total Contract value **[(if not specified otherwise in SCC)]** excluding duties and taxes, where such duties/taxes have been shown separately in the contract. However, the applicable GST on the



LD shall have to be borne by the CONTRACTOR. Accordingly, the liquidated damages shall be recovered from the CONTRACTOR along with applicable GST.

**31.0 FORCE MAJEURE:**

In the event of either party being rendered unable by 'Force Majeure' to perform any obligation required to be performed by them under the contract, the relative obligation of the party affected by such 'Force Majeure' will stand suspended as provided herein. The term force majeure as employed herein shall mean Acts of God such as earthquake, hurricane, typhoon, flood, volcanic activity etc.; war (declared/undeclared); riot, revolts, rebellion, terrorism, sabotage by persons other than the CONTRACTOR's Personnel; fires, explosions, ionising radiation or contamination by radio-activity or noxious gas, if not caused by CONTRACTOR's fault; declared epidemic or disaster; acts and regulations of respective Govt. of the two parties, namely the COMPANY and the CONTRACTOR and civil commotions, lockout not attributable to the CONTRACTOR.

Upon occurrence of such cause, the party claiming that it has been rendered unable as aforesaid thereby, shall notify the other party in writing within 72 (Seventy Two) hours of the alleged beginning and ending thereof, giving full particulars and satisfactory evidence in support of its claim.

Should 'force majeure' condition as stated above occurs and should the same be notified within 72 (Seventy two) hours after its occurrence the 'force majeure' rate (if specified in the SCC of the Contract) shall apply for the first 15 (fifteen) days for each such occasion.

Either party shall have the right to terminate the Contract if such 'force majeure' conditions continue beyond successive 60 (Sixty) days [or exclusively mentioned in the SCC of the Contract] with prior written notice of 15 days, provided termination of the Contract does not result into safety hazard to the life and property on account of withdrawal of operations or the operation is at critical stage. COMPANY shall have the absolute right to decide whether any safety hazard exists or operation is at critical position and decision of the COMPANY shall binding upon the CONTRACTOR.

Should either party decide not to terminate the Contract even under such condition, no payment would apply after expiry of fifteen (15) days force majeure period. [or exclusively mentioned in the SCC of the Contract]

Time for performance of the relative obligation suspended by Force Majeure shall then stand extended by the period for which such cause lasts.

If however, relative obligation of the party affected by such 'Force Majeure' is limited to part of the obligation(s), the contract shall not be terminated and the parties shall continue to perform their respective obligations, which are not affected by the 'force majeure' condition, provided the obligations affected by the 'force majeure' do not preclude the parties in performing the obligations not affected by such conditions.

**32.0 SET-OFF:**

Any sum of money due and payable to the CONTRACTOR (including Performance Security refundable to them) under this or any other Contract, whether in progress or in future, may be appropriated by OIL and set-off against any claim of OIL (or such other person or persons contracting through OIL) for payment of a sum of money arising out of this contract or under any other contract made by the CONTRACTOR with OIL (or such other person or persons contracting through OIL).

**33.0 WITHHOLDING:**

COMPANY may withhold or nullify the whole or any part of the amount due to CONTRACTOR, after informing the CONTRACTOR of the reasons in writing, on account of subsequently discovered evidence in order to protect COMPANY from loss on account of:

**33.1** For non-completion of jobs assigned as per Scope of Work/Terms of Reference.

**33.2** Defective work not remedied by CONTRACTOR.

**33.3** Claims by COMPANY's recognized sub-CONTRACTOR of CONTRACTOR or others filed or on the basis of reasonable evidence indicating probable filing of such claims against CONTRACTOR.

**33.4** Failure of CONTRACTOR to pay or provide for the payment of salaries/ wages, contributions, taxes or enforced savings with-held from wages etc. with respect to personnel engaged by the CONTRACTOR.

**33.5** Failure of CONTRACTOR to pay the cost of removal of unnecessary debris, materials, tools, or machinery.

**33.6** Any failure by CONTRACTOR to fully reimburse COMPANY under any of the indemnification provisions of this Contract. If, during the progress of the work CONTRACTOR shall allow any indebtedness to accrue for which CONTRACTOR, under any circumstances in the opinion of COMPANY, may be primarily or contingently liable or ultimately responsible and CONTRACTOR shall, within five days after demand is made by COMPANY, fail to pay and discharge such indebtedness, then COMPANY may during the period for which such indebtedness shall remain unpaid, with-hold from the amounts due to CONTRACTOR, a sum equal to the amount of such unpaid indebtedness.

**33.7** Withholding will also be effected on account of the following:

- i) Order issued by a Court of Law or statutory authority in India.
- ii) Income-tax deductible at source according to law prevalent from time to time in the country.
- iii) Any obligation of CONTRACTOR which by any law prevalent from time to time to be discharged by COMPANY in the event of CONTRACTOR's failure to adhere to such laws.

- iv) Any payment due from CONTRACTOR in respect of unauthorised imports.

When all the above grounds for withholding payments are removed, payment shall thereafter be made for amounts so with-held.

**33.8** COMPANY reserves the right to disburse or deposit the amount so withheld to the concerned person(s) or agency or government authority, as the case may be, besides nullifying such amount on account of loss suffered by the COMPANY against 33.2, 33.3, 33.6 & 33.7 above.

**34.0 APPLICABLE LAWS:**

The Contract shall be deemed to be a Contract made under, governed by and construed in accordance with the laws of India for the time being in force and shall be subject to the sole and exclusive jurisdiction of Courts situated in Guwahati, (or the Place where the contract is executed) and Principal Bench of Guwahati High Court (or the High Court under whose territorial jurisdiction, the place of execution of contract falls).

This Agreement including all matter connected with this Agreement, shall be governed by the laws of India (both substantive and procedural) for the time being in force and shall be subject to exclusive jurisdiction of Courts, mentioned hereinabove. Foreign companies, operating in India or entering into Joint ventures in India, shall also be governed by the laws of India and shall be subject to sole and exclusive jurisdiction of above Courts.

The CONTRACTOR shall ensure full compliance of various Indian Laws and Statutory Regulations, as stated below, to the extent applicable, as stated below, but not limited to, in force from time to time and obtain necessary permits/licenses etc. from appropriate authorities for conducting operations under the Contract:

- a) The Oil Mines Regulations, 1984
- b) The Employees' Compensation Act, 1923
- c) The Code of Wages, 2019
- d) The Contract Labour (Regulation & Abolition) Act, 1970 and the rules framed there under
- e) The Employees Pension Scheme, 1995
- f) The Interstate Migrant Workmen Act., 1979 (Regulation of employment and conditions of service).
- g) The Employees Provident Fund and Miscellaneous Provisions Act, 1952
- h) Goods and Service Tax Act
- i) Customs & Excise Act & Rules
- j) Factories Act, 1948
- k) Industrial Disputes Act, 1947
- l) Payment of Gratuity Act, 1972
- m) Environmental Protection Act, 1986 & other pollution control Acts.

**Note:** The above Acts are only indicative and not exhaustive. The Acts shall include the rules and regulations framed thereunder.

**35.0****LABOUR LAWS:**

- i) CONTRACTOR shall comply with the provisions of various labour related laws, including but not limited to the Code of Wages, 2019, Employee Provident Fund and Miscellaneous Provisions Act 1952, COMPANY's Liability Act 1938, Employees' Compensation Act 1923, Industrial Disputes Act 1947, the Maternity Benefit Act 1961 and Contract Labour (Regulation and Abolition) Act 1970, Employment of Children Act 1938, Employees' State Insurance Act, 1948 or any modifications/amendment thereof or any other law relating thereto and rules made there under from time to time.
- ii) No Labour below the age of eighteen [18] years shall be employed on the work.
- iii) CONTRACTOR shall not pay less than what is provided under law to labourers engaged by him on the work.
- iv) CONTRACTOR shall at his expense comply with all labour laws and keep the COMPANY indemnified in respect thereof.
- v) CONTRACTOR shall pay equal wages for men and women in accordance with applicable Labour laws.
- vi) If the CONTRACTOR is covered under the Contract Labour (Regulation and Abolition) Act, he shall obtain a license from licensing authority [i.e. office of the Labour Commissioner] by payment of necessary prescribed fee and the deposit, if any, before starting the work under the Contract. Such fee/deposit shall be borne by the CONTRACTOR.
- vii) CONTRACTOR must obtain the PF Code from the concerned PF Authority under Employees Provident Fund and Miscellaneous Provisions Act, 1952. Similarly, CONTRACTOR must obtain ESI Code under Employees State Insurance Act.
- viii) CONTRACTOR being the employer of the labours/personnel to be engaged under the contract shall be liable to pay gratuity to the labours/personnel as per the provision of the Payment of Gratuity Act, 1972 and accordingly, shall keep the COMPANY indemnified in respect thereof. If however, COMPANY requires to pay gratuity to such labour(s) as per the direction of the competent authority under the Act, COMPANY shall recover such amount from the outstanding dues payable to the CONTRACTOR under the contract or any other contract(s).
- ix) CONTRACTOR shall furnish to Engineer in Charge the distribution return of the number & description, by trades of the work people employed on the works. CONTRACTOR shall also submit on the 4th & 19th of every month to Engineer in Charge a true statement showing in respect of the 2nd half of the preceding month & the 1st half of the current month (1) the accidents that occurred during the said fortnight showing the circumstances under which they happened and the extent of damage and injury caused by them and (2) the number of female workers who have been allowed Maternity Benefit as provided in the Maternity Benefit Act 1961 on Rules made there under and the amount paid to them.

x) Engineer in Charge shall on a report having been made by an inspecting officer as defined in Contract Labour (Regulation and Abolition) Act 1970 have the power to deduct from the money due to the CONTRACTOR any sum required or estimated to be required for making good the loss suffered by a worker or workers by reason of non-fulfillment of the conditions of the Contract for the benefit of workers, non-payment of wages or of deductions made from his or their wages which are not justified by the terms of the Contract or non-observance of the said regulations.

xi) The CONTRACTOR shall indemnify the COMPANY against any payments to be made under and for the observance of the provisions of the aforesaid acts without prejudice to his right to obtain indemnity from his sub-CONTRACTOR.

**36.0 STATUTORY REQUIREMENTS:**

During the tenure of this CONTRACT nothing shall be done by the CONTRACTOR in contravention of any law, act and/or rules/regulations, thereunder or any amendment.

**37.0 GENERAL HEALTH, SAFETY & ENVIRONMENT (HSE) GUIDELINES:**

**37.1** It will be solely the CONTRACTOR's responsibility to fulfil all the legal formalities with respect to the Health, Safety and Environmental aspects of the entire job (namely; the person employed by him, the equipment, the environment, etc.) under the jurisdiction of the district of that state where it is operating. Ensure that all sub-CONTRACTORS hired by CONTRACTOR comply with the same requirement as the CONTRACTOR himself and shall be liable for ensuring compliance all HSE laws.

**37.2** It will be entirely the responsibility of the Contractor/his Supervisor/representative to ensure strict adherence to all HSE measures and statutory rules during operation in OIL's installations and safety of workers engaged by him. The crew members will not refuse to follow any instruction given by company's Installation Manager/Safety Officer/Engineer/Official/Supervisor/Junior Engineer for safe operation.

**37.3** Any compensation arising out of the job carried out by the Contractor whether related to pollution, Safety or Health will be paid by the contractor only.

**37.4** Any compensation arising due to accident of the Contractor's personnel while carrying out the job, will be payable by the contractor.

**37.5** When there is a significant risk to health, environment or safety of a person or place arising because of a non-compliance of HSE Measures Company shall have the right to direct the contractor to cease work until the non-compliance is corrected.

**38.0 POLLUTION AND CONTAMINATION:**

The CONTRACTOR shall be liable for all surface and sub-surface pollution to the extent caused by CONTRACTOR and resulting from CONTRACTOR's operation/service or spillage or dumping of solvents/additive substances or pollutants, which the

CONTRACTOR brings to the Site for use in connection with Work to be performed under this Contract.

Notwithstanding anything to the contrary contained herein, it is agreed that except on the ground of wilful misconduct or criminal misconduct, COMPANY shall release, indemnify and hold CONTRACTOR and its sub-CONTRACTORS harmless from any and all claims, judgments, losses, expenses and any costs related thereto (including but not limited to Court costs and “Attorney’s fees”) for:

- a) Damage to or loss of any reservoir or producing formation; and/ or
- b) Damage to or loss of any well; and/or
- c) Any other subsurface damage or loss; and/ or
- d) Any property damage or loss or personal injury or death arising out of or in connection with a blowout, fire explosion and loss of well control regardless of cause.

**39.0 STATUTORY VARIATION/NEWLY ENACTED LAW:**

**39.1** All duties, taxes except otherwise specified in the Contract as applicable on the closing date of bid submission as per relevant acts and rules shall be in CONTRACTOR’s account. Variation in case of custom duty on CIF value declared by the bidder shall be to COMPANY account.

**39.2** In the event of introduction of any new legislation or any amendment or enforcement of any Act or Law, rules or regulations of Government of India or State Government(s) or Public Body, which becomes effective after the date of submission of Price Bid or revised price bid, if any, for this CONTRACT and which results in increased/decreased cost of the works under the CONTRACT through increased/decreased liability of taxes and/or duties, required to be paid by the CONTRACTOR, (other than personnel and Corporate taxes), the Parties shall agree to a revision in pricing to reflect such change subject to the production of documentary proof to the satisfaction of the COMPANY/CONTRACTOR as applicable to the extent which directly is attributable to such introduction of new legislation or change or amendment as mentioned above and adjudication by the competent authority (applicable when disputed by COMPANY) & the courts wherever levy of such taxes/duties are disputed by COMPANY/CONTRACTOR.

**39.3** Any increase in net amount of the duties and taxes (i.e. the amount of taxes/duties payable minus eligible credit of taxes/duties paid on input services/inputs) after the contractual completion/mobilization date during the extended period will be to the CONTRACTOR’s account, where delay in completion/mobilization period is attributable to the CONTRACTOR. However, any decrease in net amount of the duties and taxes (i.e. the amount of taxes/duties payable minus eligible credit of taxes/duties paid on input services/inputs) after the contractual completion/mobilization date will be to COMPANY’s account.

**39.4** The Contract Price and other prices given in the Schedule of Prices are based on the applicable tariff as indicated by the CONTRACTOR in the Schedule of Prices. In case

this information subsequently proves to be wrong, incorrect or misleading, COMPANY will have no liability to reimburse/pay to the CONTRACTOR the excess duties, taxes, fees, if any finally levied/imposed by the concerned authorities. However, in such an event, COMPANY will have the right to recover the difference in case the rate of duty/tax finally assessed is on the lower side.

**39.5** Notwithstanding the provision contained in Clause-39.1 to 39.4 above, the COMPANY shall not bear any liability in respect of:

- i. Personal taxes on the personnel deployed by CONTRACTOR, his sub-CONTRACTOR/sub-sub-CONTRACTORS and Agents etc.
- ii. Corporate taxes and Fringe benefit tax in respect of CONTRACTOR and all of their sub-CONTRACTORS, agents etc.
- iii. Other taxes & duties including Customs Duty and GST in addition to new taxes etc. in respect of sub-CONTRACTORS, vendors, agents etc. of the CONTRACTOR.
- iv. Any liability on the CONTRACTOR, which was accrued under the old law or contract, which the CONTRACTOR is obligated to pay either to the COMPANY or to the Government Authority.

**39.6** In order to ascertain the net impact of the amendment/ revisions/enactment of various provisions of taxes/duties, the CONTRACTOR is liable to provide following disclosure to COMPANY:

- i. Details of each of the input services used in relation to providing service to COMPANY including estimated monthly value of input service and GST tax amount.
- ii. Details of Inputs (material/consumable) used/required for providing service to COMPANY including estimated monthly value of input and GST paid/payable on purchase of inputs.

**39.7** The above provisions would be applicable only in case of variation in rate of taxes and duties on supply of services to OIL and not applicable on taxes and duties on input (goods and services) towards such services.

**39.8** Any claim or reduction on account of change in law shall be accompanied with undertaking that the provisions of anti-profiteering clause under GST Act have been complied with.

**40.0 SEVERABILITY:**

Should any provision of this agreement be found to be invalid, illegal or otherwise not enforceable by any court of law, such finding shall not affect the remaining provisions hereto and they shall remain binding on the parties hereto.

**41.0 Commission of misconduct/submission of fraudulent document by the bidder/contractor and Banning thereof:**

The information and documents furnished by the bidder/CONTRACTOR in respect of the tender/contract are accepted by COMPANY to be true and genuine. However, if it comes to the notice of the COMPANY anytime either during the pendency of the tender or after award of the contract or after completion the contract that a Bidder/CONTRACTOR furnished fraudulent document/false information in relation to the subject tender/contract or committed any misconduct, appropriate action shall be taken against the Bidder/CONTRACTOR for debarment/banning of the bidder/CONTRACTOR from participating in any future tender of the COMPANY in terms of the COMPANY's Banning Policy, 2017 besides making the CONTRACTOR liable for other penal action including termination of ongoing contract(s) at his/her risk and peril. In such event, the Bid Security/Performance Security in respect of ongoing contract(s) shall be forfeited by the COMPANY.

**42.0 SETTLEMENT OF DISPUTES:****42.1 Arbitration (Applicable for Suppliers/CONTRACTORs other than PSU and MSME):**

1. Except as otherwise provided elsewhere in the contract, if any dispute, difference, question or disagreement arises between the parties hereto or their respective representatives or assignees, in connection with construction, meaning, operation, effect, interpretation of the contract or breach thereof which parties are unable to settle mutually, the same shall be referred to Arbitration as provided hereunder:
2. A party wishing to commence arbitration proceeding shall invoke Arbitration Clause by giving 30 days notice to the other party. The notice invoking arbitration shall specify all the points of dispute with details of the amount claimed to be referred to arbitration at the time of invocation of arbitration and not thereafter. If the claim is in foreign currency, the claimant shall indicate its value in Indian Rupee for the purpose of constitution of the arbitral tribunal.
3. It is agreed and undertaken by the Parties that irrespective of country of origin of the CONTRACTOR, the arbitration proceedings shall be governed by the Arbitration and Conciliation Act, 1996 and under no circumstances, the proceedings shall be construed as International Arbitration.
4. The number of arbitrators and the appointing authority will be as under:



Claim amount (excluding claim for interest and counter claim, if any)	Number of Arbitrator	Appointing Authority
Upto Rs.25.00 Lakh	Not applicable	Not applicable
Above Rs.25.00 Lakh Upto Rs.25 Crore	Sole Arbitrator	OIL
Above Rs. 25 Crore	3 Arbitrators	One Arbitrator by each party and the 3 <sup>rd</sup> Arbitrator, who shall be the presiding Arbitrator, by the two Arbitrators.

5. The parties agree that they shall appoint only those persons as arbitrators who accept the conditions of the arbitration clause. No person shall be appointed as Arbitrator or Presiding Arbitrator who does not accept the conditions of the arbitration clause.
6. If any of the Arbitrators so appointed dies, resigns, becomes incapacitated or withdraws for any reason from the proceedings, it shall be lawful for the concerned party/arbitrators to appoint another person in his place in the same manner as aforesaid. Such person shall proceed with the reference from the stage where his predecessor had left if both parties consent for the same; otherwise, he shall proceed de novo.
7. Parties agree and undertake that neither shall be entitled for any pre-reference or pendente-lite interest on its claims. Parties agree that any claim for such interest made by any party shall be void.
8. The arbitral tribunal shall complete the proceedings, make and publish the award within time stipulated in the Arbitration and Conciliation Act, 1996(as amended).
9. If after commencement of the arbitration proceedings, the parties agree to settle the dispute mutually or refer the dispute to conciliation, the arbitrators shall put the proceedings in abeyance until such period as requested by the parties. Where the proceedings are put in abeyance or terminated on account of mutual settlement of dispute by the parties, the fees payable to the arbitrators shall be determined as under:
  - (i) 20% of the fees if the claimant has not submitted statement of claim.
  - (ii) 40% of the fees if the pleadings are complete
  - (iii) 60% of the fees if the hearing has commenced.
  - (iv) 80% of the fees if the hearing is concluded but the award is yet to be passed.
10. Each party shall be responsible to make arrangements for the travel and stay etc. of the arbitrator appointed by it. Claimant shall also be responsible for making

arrangements for travel/stay arrangements of the Presiding Arbitrator and the expenses incurred shall be shared equally by the parties.

In case of sole arbitrator, both parties shall equally share all expenditures that may be required to be incurred.

11. The fees and other administrative/secretarial expenses of the arbitrator(s) shall not exceed the model fee as stipulated in Schedule--- of the Act and such expenses shall be equally borne by the parties.
12. The Place/Seat of Arbitration shall be Guwahati or the place where the contract is executed. The venue of the arbitration shall be decided by the Arbitrator(s) in discussion with the parties. The cost of arbitration sittings shall be equally borne by the parties.
13. The Arbitrator(s) shall give reasoned and speaking award and it shall be final and binding on the parties.
14. Subject to aforesaid, provisions of the Arbitration and Conciliation Act, 1996 and any statutory modifications or re-enactment thereof shall apply to the arbitration proceedings under this clause.

**42.2 Arbitration (applicable in case of Contract awarded on Public Sector Enterprise):**

- a) In the event of any dispute or difference relating to the interpretation and application of the provisions of commercial contract (s) between Central Public Sector Enterprises (CPSEs) and also between CPSEs and Government Departments/Organizations (excluding disputes -concerning Railways, Income Tax, Customs & Excise Departments), such dispute or difference shall be taken up by either party for resolution through AMRCD as mentioned in OPE OM No. 4(1)/2013-DPE(GM)/FTS-1835 dated 22-05-2018.
- b) A party wishing to commence arbitration proceeding shall invoke Arbitration Clause and refer the dispute(s) to AMRCD with a copy to the other party. The notice invoking arbitration shall specify all the points of dispute with details of the amount claimed to be referred to arbitration at the time of invocation of arbitration and not thereafter.
- c) Upon such reference, the dispute shall be decided by the Competent Authority appointed under the AMRCD, whose decision shall bind the parties finally and conclusively. The parties in the dispute will share equally the cost of the arbitration as intimated by the Arbitrator.

**42.3 Arbitration (Applicable to Micro, Small and Medium Enterprise)**

In the event of any dispute or difference relating to, arising from or connected with the Contract, efforts shall be made to resolve the dispute(s) amicably by mutual consultation

and in case such dispute(s) cannot be resolved through mutual consultation, then same shall be resolved through the procedure as prescribed in Section-18 of the Micro, Small and Medium Enterprises Development Act, 2006.

#### **42.4 Resolution of disputes through conciliation by OEC**

(Not Applicable in cases where value of dispute is less than Rs. 25 Lakhs and more than 2 Crore)

If any dispute, difference, question or disagreement arises between the parties hereto or their respective representatives or assignees, in connection with construction, meaning, operation, effect, interpretation of the contract or breach thereof which parties are unable to settle mutually, Company at its discretion, on its own or on the request of the CONTRACTOR, may refer the dispute to Outside Expert Committee ("OEC") to be constituted by Corporate Business Committee (CBC), OIL as provided hereunder:

- a) The party desirous of resorting to conciliation shall send a notice of 30 (thirty) days to the other party of its intention of referring the dispute for resolution through OEC. The notice invoking conciliation shall specify all the points of disputes with details of the amount claimed to be referred to OEC and the party concerned shall not raise any new issue thereafter.
- b) OIL shall nominate three outside experts, one each from Financial/commercial, Technical and Legal fields from the Panel of Outside Experts maintained by OIL who shall together be referred to as OEC (Outside Experts Committee).
- c) Parties shall not claim any interest on claims/counterclaims from the date of notice invoking conciliation till execution of settlement agreement, if so arrived at. In case, parties are unable to reach a settlement, no interest shall be claimed by either party for the period from the date of notice invoking conciliation till the date of OEC recommendations in any further proceeding.
- d) The Proceedings of the OEC shall be broadly governed by Part III of the Arbitration and Conciliation Act, 1996 including any modifications thereof. Notwithstanding above, the proceedings shall be summary in nature and Parties agree to rely only upon documentary evidence in support of their claims and not to bring any oral evidence in the OEC proceedings.
- e) OEC shall hear both the parties and recommend possible terms of settlement between the parties. The recommendations of OEC shall be non-binding and the parties may decide to accept or not to accept the same. Parties shall be at liberty to accept the OEC recommendation with any modification they may deem fit.
- f) Where recommendations are acceptable to both the parties, a settlement agreement will be drawn up in terms of the OEC recommendations or with such modifications as may be agreed upon by the parties. The settlement agreement shall be signed by both the parties and authenticated by all the OEC members either in person or

through circulation. This settlement agreement shall have the same legal status and effect as that of an arbitration award on agreed terms on the substance of the dispute rendered by an arbitral tribunal under Section 30 of the Arbitration and Conciliation Act, 1996.

- g) OIL will share all other guidelines regarding reconciliation through OEC with the CONTRACTOR when it resorts to settlement through OEC. Both parties agree to adhere to these guidelines.
- h) All the expenditure incurred in the OEC proceedings shall be shared by the parties in equal proportion. The parties shall maintain account of expenditure and present to the other for the purpose of sharing on conclusion of the OEC proceedings.
- i) The OEC proceedings must be completed within a period of 3(three) months from the date of constitution of the OEC with a provision of extension of one months, subject to mutual agreement. The Place of OEC shall be either at New Delhi or Guwahati.
- j) If the parties are not able to resolve the dispute through OEC or do not opt for conciliation through OEC, the party may invoke arbitration clause as provided in the contract.
- k) The parties shall be represented by their in-house employees/executives. No party shall bring any advocate or outside consultant/advisor/agent. Ex-officers of OIL who have handled the matter in any capacity directly or indirectly shall not be allowed to attend and present the case before OEC on behalf of Contractor. However, ex- employees of parties may represent their respective organizations.
- l) Solicitation or any attempt to bring influence of any kind on either OEC Members or OIL is completely prohibited in conciliation proceedings and OIL reserves the absolute right to close the conciliation proceedings at its sole discretion if it apprehends any kind of such attempt made by the Contractor or its representatives.

## **42.5 Exclusions**

Parties agree that following matters shall not be referred to conciliation or arbitration:

- i) Any claim, difference or dispute relating to, connected with or arising out of OIL's decision to initiate any proceedings for suspension or debarment or banning, or decision to suspend or to ban or to debar business dealings with the bidder/CONTRACTOR and/or with any other person involved or connected or dealing with bid/contract/bidder/CONTRACTOR.
- ii) Any claim, difference or dispute relating to, connected with or arising out of OIL's decision under the provisions of Integrity Pact executed between OIL and the Bidder/CONTRACTOR.

- iii) Any claim, difference or dispute relating to, connected with or arising out of OIL's decision to comply with any order or directive of any statutory or government authority.
- iv) Any claim which is less than Rs. 25 Lakh.

**43.0 COMPLETION OF CONTRACT:**

Unless otherwise terminated under the provisions of any other relevant Clause or extended through written communication, this Contract shall be deemed to have been completed at the expiry of the Period specified in the contract or period of defect liability, as provided for under the Contract, whichever is later.

**44.0 TERMINATION:**

- 44.1 Termination on expiry of the contract:** This Agreement shall be deemed to have been automatically terminated on the expiry of the contract period unless OIL has exercised its option to extend this contract in accordance with the provisions, if any, of this contract.
- 44.2 Termination of contract for death:** If the CONTRACTOR is an individual or a proprietary concern and the individual or the proprietor dies or if the CONTRACTOR is a partnership concern and one of the partners dies then unless, the COMPANY is satisfied that the legal heir of the individual or the proprietary concern or the surviving partners are capable of carrying out and completing Contract, the COMPANY is entitled to cancel the Contract for the uncompleted part without being in any way liable for any compensation payment to the estate of the deceased CONTRACTOR and/or to the surviving partners of the CONTRACTOR's firm on account of the cancellation of Contract. The decision of the COMPANY in such assessment shall be final & binding on the parties. In the event of such cancellation, the COMPANY shall not hold the estate of the deceased CONTRACTOR and/or the surviving partners of CONTRACTOR's firm liable for any damages for non-completion of the Contract.
- 44.3 Termination on account of Force Majeure:** Unless the contract provides otherwise, either party shall have the right to terminate this Contract on account of Force Majeure as set forth in Article-31.0 above.
- 44.4 Termination on account of insolvency:** In the event that the CONTRACTOR or its collaborator or its guarantor at any time during the term of the Contract, becomes insolvent or makes a voluntary assignment of its assets for the benefit of creditors or is adjudged bankrupt or under the process of insolvency or liquidation, then the COMPANY shall, by a notice in writing have the right to terminate the Contract and all the CONTRACTOR's rights and privileges hereunder, shall stand terminated forthwith.

However, COMPANY shall be at liberty to give the Receiver or Liquidator or Insolvency Professional Manager, as appointed by the Competent Court/Tribunal, the option of carrying out the Contract subject to its technical & financial competence and his providing a guarantee for due and faithful performance of the Contract.

- 44.5 Termination for Unsatisfactory Performance:** If the COMPANY considers that, the performance of the CONTRACTOR is unsatisfactory, or not as per the provision of the Contract, the COMPANY shall notify the CONTRACTOR in writing and specify in details the cause of dissatisfaction. The COMPANY shall have the option to terminate the Contract by giving 15 days notice in writing to the CONTRACTOR, if CONTRACTOR fails to comply with the requisitions contained in the said written notice issued by the COMPANY. In the event CONTRACTOR rectifies its non-performance to the satisfaction of the COMPANY, the option of termination may not be exercised by the COMPANY. If however CONTRACTOR repeats non-performance subsequently, COMPANY shall exercise the option to terminate contract by giving 07 days notice. Such CONTRACTOR shall be put on holiday as per the Banning Policy of OIL [available at [www.oil-india.in](http://www.oil-india.in)].
- 44.6 Termination due to change of ownership and Assignment:** In case the CONTRACTOR's rights and/or obligations under this Contract and/or the CONTRACTOR's rights, title and interest to the equipment/ material, are transferred or assigned without the COMPANY's written consent, the COMPANY may at its option, terminate this Contract. COMPANY shall not be however under any obligation to accord consent to the CONTRACTOR for change of ownership & assignment of the contract.
- 44.7** If at any time during the term of this Contract, breakdown of CONTRACTOR's equipment results in CONTRACTORs being unable to perform their obligations hereunder for a period of 15 successive days, COMPANY at its option, may terminate this Contract in its entirety or partially to the extent non-performance, without any further right or obligation on the part of the COMPANY, except for the payment of money then due. No notice shall be served by the COMPANY under the condition stated above.
- 44.8 Termination for delay in mobilization:** CONTRACTOR is required to mobilize complete equipment alongwith crew for commencement of services at the specified site within the maximum allowed number of days from the date of LOA/Notice for Mobilization as specified in the special conditions of contract. If the CONTRACTOR (successful bidder) fails to complete the mobilization as above, OIL shall have, without prejudice to any other clause of the CONTRACT, the right to terminate the contract.
- 44.9** Notwithstanding any provisions herein to the contrary, the Contract may be terminated at any time by the COMPANY on giving 30 (thirty) days written notice to the CONTRACTOR due to any other reason not covered under the above Article from 44.1 to 44.8 and in the event of such termination the COMPANY shall not be liable to pay any cost or damage to the CONTRACTOR except for payment of services as per the Contract upto the date of termination.
- 44.10 Consequence of Termination:** In all cases of termination herein set forth, the relative obligations of the parties to the Contract shall be limited to the period up to the date of termination. Notwithstanding the termination of this Contract, the parties shall continue to be bound by the provisions of this Contract that reasonably require some action or forbearance after such termination.

Upon termination of this Contract, CONTRACTOR shall return to COMPANY all of COMPANY's properties, which are at the time in CONTRACTOR's possession.

In the event of termination of contract, COMPANY will issue Notice of termination of the contract with date or event after which the contract will be terminated. The contract shall then stand terminated and the CONTRACTOR shall demobilize their personnel & materials.

Demobilization charges shall not be payable by COMPANY in case of Article from 44.4 to 44.7.

**45.0 TO DETERMINE THE CONTRACT:**

In such an event the contract shall stand terminated and shall cease to be in force from the date of such notification by the COMPANY. Thereafter the CONTRACTOR shall stop forthwith any of the work then in progress, except those work which the COMPANY may, in writing, require to be done to safeguard any property or work, or installations from damages, and the COMPANY may take over the remaining unfinished work of the CONTRACTOR and complete the same through a fresh CONTRACTOR or by other means, at the risk and cost of the CONTRACTOR, and any of its sureties if any, shall be liable to the COMPANY for any excess cost occasioned by such work having to be so taken over and completed by the COMPANY over and above the cost at the rate/cost specified in the schedule of quantities and rates/prices.

**46.0 WITHOUT DETERMINING THE CONTRACT:**

To take over the work of the CONTRACTOR or any part thereof and complete the same through a fresh CONTRACTOR or by other means, at the risk and cost of the CONTRACTOR. The CONTRACTOR and any of its sureties are liable to the COMPANY for any excess cost over and above the cost at the rates specified in the schedule of quantities and rates/prices, occasioned by such work having been taken over and completed by the COMPANY.

**47.0 ERRING/DEFAULTING AGENCIES:**

Erring and defaulting agencies like bidder, CONTRACTOR, supplier, vendor, service provider will be dealt as per OIL's Banning Policy dated 6th January, 2017 available in OIL's website: [www.oil-india.com](http://www.oil-india.com). Moreover, OIL reserves the right to take legal or any other action on the basis of merit of the case.

**48.0 MISCELLANEOUS PROVISIONS:**

CONTRACTOR shall give notices and pay all fees at their own cost required to be given or paid by any National or State Statute, Ordinance, or other Law or any regulation, or bye-law of any local or other duly constituted authority as may be in force from time to time in India, in relation to the performance of the services and by the rules & regulations of all public bodies and companies whose property or rights are affected or may be affected in any way by the services.

CONTRACTOR shall conform in all respects with the provisions of any Statute, Ordinance of Law as aforesaid and the regulations or bye-law of any local or other duly constituted authority which may be applicable to the services and with such rules and regulation, public bodies and Companies as aforesaid and shall keep COMPANY indemnified against all penalties and liability of every kind for breach of any such Statute, Ordinance or Law, regulation or bye-law.

During the tenure of the Contract, CONTRACTOR shall keep the site where the services are being performed reasonably free from all unnecessary obstruction and shall store or dispose of any equipment and surplus materials and clear away and remove from the site any wreckage, rubbish or temporary works no longer required. On the completion of the services, CONTRACTOR shall clear away and remove from the site any surplus materials; rubbish or temporary works of every kind and leave the whole of the site clean and in workmanlike condition to the satisfaction of the COMPANY.

Key personnel cannot be changed during the tenure of the Contract except due to sickness/death/resignation of the personnel or any other justified situation in which case the replaced person should have equal experience and qualification, which will be again subject to prior approval, by the COMPANY.

#### **49.0 GOODS AND SERVICES TAX**

##### **49.1 GENERAL REMARKS ON TAXES & DUTIES:**

In view of GST Implementation from 1st July 2017, all taxes and duties including Excise Duty, CST/VAT, Service tax, Entry Tax and other indirect taxes and duties have been submerged in GST. Accordingly reference of Excise Duty, Service Tax, VAT, Sales Tax, Entry Tax or any other form of indirect tax except of GST mentioned in the bidding document shall be ignored.

**49.2** Bidders are required to submit copy of the GST Registration Certificate while submitting the bids wherever GST (CGST & SGST/UTGST or IGST) is applicable.

**49.3** “GST” shall mean Goods and Services Tax charged on the supply of material(s) and services. The term “GST” shall be construed to include the Integrated Goods and Services Tax (hereinafter referred to as “IGST”) or Central Goods and Services Tax (hereinafter referred to as “CGST”) or State Goods and Services Tax (hereinafter referred to as “SGST”) or Union Territory Goods and Services Tax (hereinafter referred to as “UTGST”) depending upon the import / interstate or intrastate supplies, as the case may be. It shall also mean GST compensation Cess, if applicable.

**49.4** Quoted price/rate(s) should be inclusive of all taxes and duties, except GST(i.e. IGST or CGST and SGST/UTGST applicable in case of interstate supply or intra state supply respectively and cess on GST if applicable) on the final service. However, GST rate (including cess) to be provided in the respective places in the Price Bid. Please note that the responsibility of payment of GST (CGST & SGST or IGST or UTGST) lies with the Supplier



of Goods /Services (Service Provider) only. Supplier of Goods / Services (Service Provider) providing taxable service shall issue an Invoice/ Bill, as the case may be as per rules/ regulation of **GST**. Further, returns and details required to be filled under GST laws & rules should be timely filed by Supplier of Goods / Services (Service Provider) with requisite details.

**49.4.1** Bidder should also mention the **Harmonised System of Nomenclature (HSN)** and **Service Accounting Codes (SAC)** at the designated place in **SOR**.

**49.5 Where the OIL is entitled to avail the input tax credit of GST:**

**49.5.1** OIL will reimburse the **GST** to the Supplier of Goods / Services (Service Provider) at actuals against submission of Invoices as per format specified in rules/ regulation of **GST** to enable OIL to claim input tax credit of **GST** paid. In case of any variation in the executed quantities, the amount on which the **GST** is applicable shall be modified in same proportion. Returns and details required to be filled under GST laws & rules should be timely filed by supplier with requisite details.

**49.5.2** The input tax credit of **GST** quoted shall be considered for evaluation of bids, as per evaluation criteria of tender document.

**49.6 Where the OIL is not entitled to avail/take the full input tax credit of GST:**

**49.6.1** OIL will reimburse **GST** to the Supplier of Goods / Services (Service Provider) at actuals against submission of Invoices as per format specified in rules/ regulation of **GST** subject to the ceiling amount of **GST** as quoted by the bidder. In case of any variation in the executed quantities (If directed and/or certified by the In-Charge) the ceiling amount on which **GST** is applicable will be modified on pro-rata basis.

**49.6.2** The bids will be evaluated based on total price including **GST**.

**49.7** Payments to Service Provider for claiming **GST** amount will be made provided the above formalities are fulfilled. Further, OIL may seek copies of challan and certificate from Chartered Accountant for deposit of **GST** collected from OIL.

**49.8 Contractor/vendor shall be required to issue tax invoice in accordance with GST Act and/or Rules so that input credit can be availed by OIL.** In the event that the contractor / vendor fails to provide the invoice in the form and manner prescribed under the **GST Act read with GST Invoicing Rules** thereunder, OIL shall not be liable to make any payment on account of **GST** against such invoice.

**49.9 GST** shall be paid against receipt of tax invoice and proof of payment of **GST** to government. In case of non-receipt of tax invoice or non-payment of **GST** by the contractor/vendor, OIL shall withhold the payment of **GST**.

- 49.10 GST payable under reverse charge mechanism for specified services or goods under GST act or rules, if any, shall not be paid to the contractor/vendor but will be directly deposited to the government by OIL.**
- 49.11** Where OIL has the obligation to discharge GST liability under reverse charge mechanism and OIL has paid or is /liable to pay GST to the Government on which interest or penalties becomes payable as per GST laws for any reason which is not attributable to OIL or ITC with respect to such payments is not available to OIL for any reason which is not attributable to OIL, then OIL shall be entitled to deduct/ setoff / recover such amounts against any amounts paid or payable by OIL to Contractor / Supplier.
- 49.12** Notwithstanding anything contained anywhere in the Agreement, in the event that the input tax credit of the GST charged by the Contractor / Vendor is denied by the tax authorities to OIL for reasons attributable to Contractor / Vendor, OIL shall be entitled to recover such amount from the Contractor / Vendor by way of adjustment from the next invoice. In addition to the amount of GST, OIL shall also be entitled to recover interest at the rate prescribed under GST Act and penalty, in case any penalty is imposed by the tax authorities on OIL.
- 49.13** TDS under GST, if applicable, shall be deducted from contractor's/vendor's bill at applicable rate and a certificate as per rules for tax so deducted shall be provided to the contractor/vendor.
- 49.14** The Contractor will be under obligation for charging correct rate of tax as prescribed under the respective tax laws. Further the Contractor shall avail and pass on benefits of all exemptions/concessions available under tax laws. Any error of interpretation of applicability of taxes/ duties by the contractor shall be to contractor's account.
- 49.15 It is the responsibility of the bidder to quote the correct GST rate. The classification of goods/services as per GST (Goods & Service Tax) Act should be correctly done by the contractor to ensure that input tax credit on GST (Goods & Service Tax) is not lost to the OIL on account of any error on the part of the contractor.**
- 49.16** In case, the quoted information related to various taxes, duties & levies subsequently proves wrong, incorrect or misleading, OIL will have no liability to reimburse the difference in the duty/ tax, if the finally assessed amount is on the higher side and OIL will have to right to recover the difference and in case the rate of duty/ taxes finally assessed is on the lower side.
- 49.17** Notwithstanding anything mentioned elsewhere in the Bidding Document the aggregate liability of OIL towards Payment of GST shall be limited to the volume of GST declared by the bidder in its bid & nothing shall be payable extra except for the statutory variation in GST.
- 49.18** Further, it is the responsibility of the bidders to make all possible efforts to make their accounting / IT system GST compliant in order to ensure availability of Input Tax Credit (ITC) to Oil India Ltd

**49.19** GST liability, if any on account of supply of free samples against any tender shall be to bidder's account.

**49.20** In case of statutory variation in **GST**, other than due to change in turnover, payable on the contract value during contract period, the Supplier of Goods / Services (Service Provider) shall submit a copy of the 'Government Notification' to substantiate the rate as applicable on the Bid due date and on the date of revision.

Beyond the contract period, in case OIL is not entitled for input tax credit of **GST**, then any increase in the rate of **GST** beyond the contractual delivery period shall be to Service provider's account whereas any decrease in the rate **GST** shall be passed on to the OIL.

Beyond the contract period, in case OIL is entitled for input tax credit of **GST**, then statutory variation in applicable **GST** on supply and on incidental services, shall be to OIL's account.

Claim for payment of **GST**/ Statutory variation, should be raised within two [02] months from the date of issue of 'Government Notification' for payment of differential (in %) **GST**, otherwise claim in respect of above shall not be entertained for payment of arrears. **The base date for the purpose of applying statutory variation shall be the Bid Opening Date.**

**49.21** The contractor will be liable to ensure to have registered with the respective tax authorities, wherever applicable and to submit self-attested copy of such registration certificate(s) and the Contractor will be responsible for procurement of material in its own registration (GSTIN) and also to issue its own Road Permit/ E-way Bill, if applicable etc.

**49.22** In case the bidder is covered under Composition Scheme under GST laws, then bidder should quote the price inclusive of the GST (CGST & SGST/UTGST or IGST). Further, such bidder should mention "Cover under composition system" in column for GST (CGST & SGST/UTGST or IGST) of price schedule.

**49.23** OIL will prefer to deal with registered supplier of goods/ services under GST. Therefore, bidders are requested to get themselves registered under GST, if not registered yet. However, in case any unregistered bidder is submitting their bid, their prices will be loaded with applicable GST while evaluation of bid. Where OIL is entitled for input credit of GST, the same will be considered for evaluation of bid as per evaluation methodology of tender document.

**49.24** Procurement of Specific Goods: Earlier, there is no tax incidence in case of import of specified goods (i.e. the goods covered under List-34 of Customs Notification no. 12/2012-Cus dated. 17.03.2012 as amended). Customs duty is not payable as per the policy. However, under GST regime, IGST Plus GST compensation cess (if applicable) would be levyable on such imports. Bidders should quote GST as inclusive considering IGST component for the imported Materials portion while quoting their prices on destination basis. However, GST rate to be specified in the price bid format.

**49.25** Documentation requirement for GST

**The vendor will be under the obligation for invoicing correct tax rate of tax/duties as prescribed under the GST law to OIL, and pass on the benefits, if any, after availing input tax credit.**

Any invoice issued shall contain the following particulars:

- a) Name, address and GSTIN of the supplier;
- b) Serial number of the invoice;
- c) Date of issue;
- d) Name, address and GSTIN or UIN, if registered of the recipient;
- e) Name and address of the recipient and the address of the delivery, along with the State and its code,
- f) HSN code of goods or Accounting Code of services[SAC];
- g) Description of goods or services;
- h) Quantity in case of goods and unit or Unique Quantity Code thereof;
- i) Total value of supply of goods or services or both;
- j) Taxable value of supply of goods or services or both taking into discount or abatement if any;
- k) Rate of tax (IGST,CGST, SGST/ UTGST, cess);
- l) Amount of tax charged in respect of taxable goods or services (IGST,CGST, SGST/UTGST, cess);
- m) Place of supply along with the name of State, in case of supply in the course of interstate trade or commerce;
- n) Address of the delivery where the same is different from the place of supply and
- o) Signature or digital signature of the supplier or his authorised representative.

GST invoice shall be prepared in triplicate, in case of supply of goods, in the following manner:

- a) The original copy being marked as ORIGINAL FOR RECIPIENT;
- b) The duplicate copy being marked as DUPLICATE FOR TRANSPORTER and
- c) The triplicate copy being marked as TRIPLICATE FOR SUPPLIER.

In case of any advance given against any supplies contract, the supplier of the goods shall issue Receipt Voucher containing the details of details of advance taken along with particulars as mentioned in clause no. (a), (b), (c), (d), (g), (k), (l), (m) & (o) above.

#### **49.26 Anti-profiteering clause**

As per Clause 171 of GST Act it is mandatory to pass on the benefit due to reduction in rate of tax or from input tax credit to the consumer by way of commensurate reduction in prices. The Supplier of Goods / Services may note the above and quote their prices accordingly.

**49.26.1 In case the GST rating of vendor on the GST portal / Govt. official website is negative / black listed, then the bids may be rejected by OIL.** Further, in case rating of bidder is negative / black listed after award of work for supply of goods / services, then OIL shall not be obligated or liable to pay or reimburse GST to such vendor and shall also be entitled to deduct / recover such GST along with all penalties / interest, if any, incurred by OIL.

**50.0 MOBILIZATION ADVANCE:**

No mobilization advance shall be admissible for carrying out work.

**51 FIRE FIGHTING AND SAFETY EQUIPMENT / SERVICES:**

(As per API wherever applicable)

Safety: Contractor shall observe such safety regulations in accordance with acceptable oilfield practice and applicable Indian Laws. Contractor shall take all measures reasonably necessary to provide safe working conditions and shall exercise due care and caution in preventing fire, explosion etc. Contractor shall conduct such safety drills etc. as may be required by Company at prescribed intervals.

- i) Contractor shall provide all necessary PPE as required.
- ii) Fire protection at site shall be the responsibility of the Contractor. Necessary action shall be taken and prior arrangements to be made for providing competent persons trained in the field of fire fighting at the site.
- iii) Documentation, record keeping of all safety practices should be conducted as per international / Indian applicable laws, act, regulations etc, as per standard Oilfield practice and these records should be made available for inspection at any point of time. The H.S.E (Hygiene Safety and Environment) policy as well as emergency procedure manual should be kept at site. Compliance of these shall be the sole responsibility of the Contractor.

**52.0 SECURITY SERVICES:**

Contractor shall be wholly responsible for complete Security of their personnel, their Rig packages, Base Camp, operation, transit etc. and arrange suitable, complete and best Security services accordingly on round the clock basis for their personnel and equipment through out the tenure of the contract. All security related issues shall be dealt by the Contractor on their own including dealing with Government agencies. Company in no case will be involved in security related issues, relating to Contractor's personnel and material. Contractor shall also be responsible for the safety and security of Company's personnel/ equipment/ tools/materials etc. in the site and camp site and shall provide best security services to them during the tenure of the contract.

i) Set-Off :

Any sum of money due and payable to the Contractor (including Performance Security refundable to them) under this or any other Contract may be appropriated by OIL and set-off against any claim of OIL (or such other person or persons contracting through OIL) for payment of a sum of money arising out of this contract or under any other contract made by the Contractor with OIL (or such other person or persons contracting through OIL).

ii) Subsequently Enacted Laws :

Subsequent to the date of issue of letter of intent if there is a change in or enactment of any law or interpretation of existing law, which results in additional cost/reduction in cost to Contractor on account of the operation under the Contract the Company/Contractor shall reimburse/pay Contractor / Company for such additional / reduced costs actually incurred.

iii) Pollution and Contamination:

Notwithstanding anything to the contrary contained herein, it is agreed that the responsibility and liability for pollution or contamination shall be as follows:

- a) Contractor shall assume all responsibility and liability for cleaning up and removal of pollution or contamination which originates above the surface from spills of fuels, lubricants, motor oils, pipe dope, paints, solvents and garbage wholly in Contractor's possession and control and/or directly associated with Contractor's equipment and facilities, caused, and that originating from normal water base drilling fluid and drill cuttings.
- b) Contractor shall assume all responsibility and liability for all other pollution or contamination, howsoever caused including control and removal of same, which may occur during the term of or arising out of this contract and shall indemnify Company from and against all claims, demands and causes of action of every kind and character arising from said pollution or contamination, including but not limited to that which may result from fire, cratering seepage or any other uncontrolled flow of oil, gas, water or other substance, as well as the use or disposal of oil base drilling fluids.
- c) In the event a third party commits an act of omission which results in pollution or contamination for which either the Contractor or Company, by whom such party is performing work is held to be legally liable, the responsibility shall be considered as between Contractor and Company, regardless of the party for whom the job was performed and liability as set forth in (a) and (b) above would be specifically applied.
- d) Contractor shall be responsible for any sound/noise pollution arising out of the Rig package or other items used by Contractor at site. Contractor shall sort out the noise/sound pollution with the third party either by minimizing the sound/noise pollution with technological means or by compensating the affected people practicing the system and procedure followed by OIL. Contractor must ensure that there is no disruption of operation due to sound/noise pollutions.

### **53.0 DISCIPLINE :**

The Contractor shall maintain strict discipline and good order among their respective employees and their respective Sub-contractors, if any, and shall abide by and conform to all rules and regulations promulgated by the Company and Contractor governing the operations at the assigned worksites. Should the Company feel with just cause that the conduct of any of the Contractor's personnel is detrimental to Company's interests; the Company shall notify Contractor in writing the reasons for requesting removal of such personnel. The Contractor shall remove and replace such employees at their expense within 7 days from the time of such instruction given by the Company.

### **54.0 WATER MANAGEMENT:**

- i. Strict control has to be made in on the use of water. Wastage of water increases the effluent volume in the pit and may aggravate pollution problems.
- ii. The valves, glands, hoses etc. are to be checked for any leakage and the same to be informed immediately to the concerned for rectification.
- iii. Arrangements have to be made for pumping effluents into the nearest dry pit in case of emergency.

### **55.0 EFFLUENT PIT BUNDS:**

- i. Regular checks are to be made to ensure that there are no leakage/ seepage/ overflow of effluents from the pit into the surrounding areas.

ii. The bunds / walls of the effluent pit are to be checked by Contractor for any breaches during the operation. Any imminent breach of effluent bunds and walls shall be immediately attended by Contractor to restrict pollution.

**56.0 COLLECTION OF USED / BURNT LUBE OIL:**

The used lube oils are to be collected separately in drums. Floating burnt oil, if any, in the effluent pit has to be lifted and collected into drums immediately.

**57.0 COMPREHENSIVE 'HSE' GUIDELINES:**

A) It will be solely the Contractor's responsibility to fulfill all the legal formalities with respect to the Health, Safety and Environmental aspects of the entire job (namely; the person employed by him, the equipment, the environment, etc.) under the jurisdiction of the district of that state where it is operating. . Ensure that all sub- Contractors hired by him comply with the same requirement as the Contractor himself and shall be liable for ensuring compliance all HSE laws by the sub or sub- sub-contractors.

B) Every person deployed by the Contractor must wear safety gadgets to be provided by the Contractor. The Contractor shall provide proper Personnel Protective Equipment as per the hazard identified and risk assessed for the job and conforming to statutory requirement and Company PPE schedule. Safety appliances like protective footwear, Safety Helmet and Full Body harness has to be standard approved. Necessary supportive document shall have to be submitted as proof. If the Contractor fails to provide the safety items as mentioned above to the working personnel, the Contractor may apply to the Company (OIL) for providing the same. OIL will provide the safety items, if available. But in turn, OIL will recover the actual cost of the items by deducting from Contractor's Bill. However, it will be the Contractor's sole responsibility to ensure that the persons engaged by him use the proper PPE while at work. All the safety gears mentioned above are to be provided to the working personnel before commencement of the work.

C) The Contractor shall prepare written Safe Operating Procedure (SOP) for the work to be carried out, including an assessment of risk, wherever possible and safe methods to deal with it/them. The SOP should clearly state the risk arising to men, machineries & material from the mining operation / operations to be done by the Contractor and how it is to be managed.

D) The Contractor shall provide a copy of the SOP to the person designated by the mine owner who shall be supervising the Contractor's work.

E) Keep an up to date SOP and provide a copy of changes to a person designated by the Mine Owner/Agent/Manager.

F) Contractor has to ensure that all work is carried out in accordance with the Statute and SOP and for the purpose he may deploy adequate qualified and competent personnel for the purpose of carrying out the job in a safe manner. For work of a specified scope/nature, he should develop and provide to the mine owner a site specific code of practice in line.

G) All persons deployed by the Contractor for working must undergo Mines Vocational Training, initial medical examination, PME. They should be issued cards stating the name of the Contractor and the work and its validity period, indicating status of MVT, IME & PME.

H) The Contractor shall submit statutory returns as required as indicating - Name of his firm, Registration number, Name and address of person heading the firm, Nature of work, type of deployment of work persons, Number of work persons deployed, how many work persons hold VT

Certificate, how many work persons undergone IME and type of medical coverage given to the work persons

I) The return shall be submitted quarterly (by 10th of April, July, October & January) for contracts of more than one year. However, for contracts of less than one year, returns shall be submitted monthly.

J) It will be entirely the responsibility of the Contractor/his Supervisor/representative to ensure strict adherence to all HSE measures and statutory rules during operation in OIL's installations and safety of workers engaged by him. The crew members will not refuse to follow any instruction given by Company's Installation Manager / Safety Officer / Engineer / Official / Supervisor/Junior Engineer for safe operation.

K) Any compensation arising out of the job carried out by the Contractor whether related to pollution, Safety or Health will be paid by the Contractor only.

L) Any compensation arising due to accident of the Contractor's personnel while carrying out the job, will be payable by the Contractor.

M) The Contractor shall have to report all incidents including near miss to Installation Manager / departmental representative of the concerned department of OIL.

N) The Contractor has to keep a register of the persons employed by him/her. The Contractor's supervisor shall take and maintain attendance of his men every day for the work, punctually.

O). If the Company arranges any safety class / training for the working personnel at site (Company employee, Contractor worker, etc.) the Contractor will not have any objection to any such training.

P) The health check up of Contractor's personnel is to be done by the Contractor in authorized Health Centers as per OIL's requirement & proof of such test(s) is to be submitted to OIL. The frequency of periodic medical examinations should be every five years for the employees below 45 years of age and every three years for employees of 45 years of age and above.

Q) To arrange daily tool box meeting and regular site safety meetings and maintain records.

R) Records of daily attendance, accident report etc. are to be maintained by the Contractor.

S) A Contractor employee must, while at work, take reasonable care for the health and safety of people who are at the employee's place of work and who may be affected by the employee's act or omissions at work.

T) A Contractor employee must, while at work, cooperate with his or her employer or other persons so far as is necessary to enable compliance with any requirement under the act or the regulations that is imposed in the interest of health, safety and welfare of the employee or any other person.

U) Contractor's arrangements for health and safety management shall be consistent with those for the mine owner.

V) In case Contractor is found non-compliant of HSE laws as required Company will have the right for directing the Contractor to take action to comply with the requirements, and for further non-compliance, the Contractor will be penalized prevailing relevant Acts/Rules/Regulations.



W) When there is a significant risk to health ,environment or safety of a person or place arising because of a non-compliance of HSE measures Company will have the right to direct the Contractor to cease work until the non-compliance is corrected.

X) The Contractor should prevent the frequent change of his contractual employees as far as practicable.

Y) The Contractor should frame a mutually agreed bridging document between OIL & the Contractor with roles and responsibilities clearly defined.

Z) For any HSE matters not specified in the contract document, the Contractor will abide the relevant and prevailing Acts/rules/ regulations/pertaining to Health, Safety and Environment.

IN WITNESS whereof the parties hereunto set their hands seals the day and year first written above:-

SIGNED AND DELIVERED FOR AND ON  
BEHALF OF CONTRACTOR

(Signature of Contractor or his legal Attorney)

\_\_\_\_\_  
by  
the hand of \_\_\_\_\_ its  
Partner/Legal Attorney

\_\_\_\_\_  
(Full Name of Signatory)

And in presence of

\_\_\_\_\_  
(Seal of Contractor's Firm)

\_\_\_\_\_  
Date: \_\_\_\_\_

\_\_\_\_\_  
(Signature of (Witness)

SIGNED & DELIVERED FOR & ON BEHALF  
OF OIL INDIA LIMITED

(Full name of Signatory)

Address:

Date: \_\_\_\_\_

\_\_\_\_\_  
(Signature of Acceptor)

Designation: \_\_\_\_\_

**Annexure –I**

**TAXES AND DUTIES CLAUSE - FOR VENDOR/SUPPLIER/CONTRACTOR**  
**(For Supplies/ Services during GST Regime i.e., New Tender)**

**INDIRECT TAXES/ GST**

1. For the purposes of levy and imposition of GST, the expressions shall have the following meanings:
  - (a) GST - means any tax imposed on the supply of goods and/or services under GST Law.
  - (b) Cess – means any applicable cess, existing or future on the supply of Goods and Services as per Goods and Services Tax (Compensation to States) Act, 2017.
  - (c) GST Law - means IGST Act 2017, CGST Act 2017, UTGST Act, 2017 and SGST Act, 2017 and all related ancillary Rules and Notifications issued in this regard from time to time.
2. **The rates quoted by the bidders shall be inclusive of all taxes, duties and levies.**  
However, bidders are required to provide separately the rate and amount of all types of taxes, duties and levies. In case, the quoted information related to various taxes, duties & levies subsequently proves wrong, incorrect or misleading, OIL will have no liability to reimburse the difference in the duty/ tax, if the finally assessed amount is on the higher side and OIL will have to right to recover the difference in case the rate of duty/ taxes finally assessed is on the lower side. Further, for the purpose of this contract, it is agreed between the parties that if Goods and Services Tax introduced during the tenure of this contract/agreement then the bidders have to clearly show the amount of GST separately in the Tax Invoices. Further, it is the responsibility of the bidders to make all possible efforts to make their accounting / IT system GST compliant in order to ensure availability of Input Tax Credit (ITC) to Oil India Ltd.
3. Offers without giving any of the details of the taxes (Including rates and amounts) as specified above will be considered as inclusive of all taxes including GST. When a bidder mentions taxes as extra without specifying the rates & amount, the offer will be loaded with maximum value towards taxes received against the tender for comparison purposes. If the bidder emerges as lowest bidder after such loading, in the event of order on that bidder, taxes mentioned by OIL on the Purchase Order/ Contracts will be binding on the bidder.
4. Bidders are required to pass on the benefit arising out of introduction of GST, including seamless flow of Input Tax Credit, reduction in Tax Rate on inputs as well as final goods by way of reduction of price as contemplated in the provision relating to Anti-Profiteering Measure vide Section 171 of the CGST Act, 2017. Accordingly, for supplies made under GST, the bidders should confirm that benefit of lower costs has been passed on to OIL by way of lower prices/taxes and also provide details of the same as applicable. OIL reserves the right to examine such details about costs of inputs/input services of the bidders to ensure that the intended benefits of GST have been passed on to OIL.
5. Oil India Ltd. shall declare the value of free issue of materials and services, if any, involved in the execution of the contract. The Contractor should consider the same while working out the GST liability, if any. Further in cases where GST is leviable on any facilities provided by OIL and used by bidders and the consideration for which is recovered by OIL in the form of reduction in the invoice raised by bidders then OIL will raise GST invoices on such transactions and the same will be reimbursed by bidders.

**6. When Input tax credit is available for Set Off as per the end use certification given by User Department at the time of raising Purchase Requisition (P.R.)**

Evaluation of L-1 prices shall be done based on Quoted price after deduction of Input Tax Credit (ITC) of GST, if available to OIL. OIL shall evaluate the offers on the basis of the quoted rates only and any claim subsequently by the bidders for additional payment/liability shall not be admitted and has to be borne by the bidders

**When Input tax credit is NOT available for Set Off**

Evaluation of L-1 prices shall be done based on Quoted price only. OIL shall evaluate the offers on the basis of the quoted rates only and any claim subsequently by the bidders for additional payment/liability shall not be admitted and has to be borne by the bidders

7. In a situation where Purchase Orders (POs)/ Contracts have been placed prior to GST Regime and supplies are effected during GST Regime, it is made clear that any statutory variation (increase/decrease) due to introduction of GST, as the case may be, but within the contractual delivery/completion period will be to the account of OIL subject to documentary evidence. However, any increase in statutory levy after the expiry of the scheduled date of delivery shall be to the supplier's account.
8. Bidders agree to do all things not limited to providing GST compliant Tax Invoices or other documentation as per GST law relating to the supply of goods and/or services covered in the instant contract like raising of and /or acceptance or rejection of credit notes / debit notes as the case may be, payment of taxes, timely filing of valid statutory Returns for the tax period on the Goods and Service Tax Network (GSTN), submission of general information as and when called for by OIL in the customized format shared by OIL in order to enable OIL to update its database etc. that may be necessary to match the invoices on GSTN common portal and enable OIL to claim input tax credit in relation to any GST payable under this Contract or in respect of any supply under this Contract.
9. In case Input Tax Credit of GST is denied or demand is recovered from OIL by the Central / State Authorities on account of any non-compliance by bidders, including non-payment of GST charged and recovered, the Vendor/Supplier/Contractor shall indemnify OIL in respect of all claims of tax, penalty and/or interest, loss, damages, costs, expenses and liability that may arise due to such non-compliance. OIL, at its discretion, may also withhold/recover such disputed amount from the pending payments of the bidders.
10. GST liability, if any on account of supply of free samples against any tender shall be to bidder's account.

**PART-III / SECTION-II**  
**SCOPE OF WORK/TERMS OF REFERENCE (SOW)**

**SCOPE OF WORK (SOW) / TERMS OF REFERENCE (TOR):**

**1.0 Introduction:**

OIL INDIA LIMITED (OIL), a “Navaratna” Category, Government of India Enterprise, is a premier oil Company engaged in exploration, production and transportation of crude oil & natural gas. Centre of Excellence for Energy Studies (CoEES) is a R&D centre of OIL located in Guwahati. The Centre has been recognized as a research centre by the Department of Scientific and Industrial Research (DSIR) under the Ministry of Science and Technology, Government of India. The Centre is focused on multidisciplinary studies in the field of Enhanced Oil Recovery (EOR), Reservoir Engineering, Geological modelling, Petroleum Systems Modelling, Geochemistry, Sedimentology and Unconventional Hydrocarbons. In connection with its operations, CoEES, OIL proposes to construct a Centralized Core Repository to facilitate a state of the art core storage along with modern laboratory provision and invites for **“Hiring of Services for Engineering and Project Management Consultant (EPMC) for Construction of Multi-storied (G+1) building for Centralized Core Repository with laboratory amenities at the current Pipeline Headquarters (PHQ) premises at Narangi, Guwahati.**

**2.0 Objective:**

Centre of Excellence for Energy Studies (CoEES), Oil India Limited (OIL) intends to engage an **Engineering and Project Management Consultant (EPMC)** for Multi-storied (G+1) building for Centralized Core repository to accommodate all the conventional cores from its operational areas with modern office/laboratory amenities at the current location of PHQ premises, Narangi, Guwahati.

The various facilities will be arranged meeting the guidelines of Local / Central authority. The complex shall be constructed within the existed plot of land in PHQ premises at Narangi, Guwahati. (Tentative site layout along with the land map is attached for reference as Annexure-1)

The broad objectives of engaging an EPMC is to ensure:

- a) High standards of planning, designing, execution and commissioning of the Project as per the relevant codes and standards;
- b) High standards of quality assurance /quality control in the execution of the works;
- c) The completion of the works within the stipulated time frame;
- d) The comprehensive supervision of Project implementation activities including, designing, construction and handing over the project to OIL and its maintenance till end of defect liability period carried out by different contractors;
- e) The efficient construction supervision and management of works by personnel who are experienced in modern methods of construction and contract management;

f) The application of reasonable and consistent design, and contractual resolutions of the Contract with the contractor executing the works;

g) All such other actions required to be taken for satisfactory completion of the project to the entire satisfaction of the OIL.

### **3.0 Description of Work:**

The various facilities shall be arranged meeting the guidelines of Local / Central authority such as GMC/ GMDA, PCB, NBC etc.

3.1 The proposed building shall have two parts. One is warehouse part & Second part in the front side is office cum laboratory part.

General requirement of office cum laboratory part (G+1 Building):

- I. Proposed Carpet area of each floor is 250.00 SQM approx.
- II. Provision for Lift, stair case.
- III. Provision for Core receiving room, Core Photography room, Modern Core Display room, Core Slabbing room, Core Plugging room, Core gamma room, Microscopic Study room, Conference room, Data archival room, Core/Cuttings preservation rooms, any other requirements as per specified by experienced service provider in core handling storage management shall also be taken into consideration.
- IV. Room size and specifications shall be as per standard norms.
- V. Provision for Toilet etc.
- VI. Office interior.
- VII. Adequate lighting provision (natural & artificial).

General requirement of warehouse part (approximately 10.00 M high)

- I. Proposed Carpet area of the unit is 1000.00 SQM approx.
- II. Provision for entry/exit of vehicles for loading/unloading of the core boxes.
- III. The warehouse shall be designed to accommodate Modern Heavy duty shelving system with necessary seismic zone safety standard (For example Multi-tier Shelving system, Selective Pallet Racking System etc.) after completion of the building.
- IV. To provide proper lighting system.
- V. Provision for AC in required rooms.

Common requirement:

- I. Provision for especially abled person.
- II. Firefighting arrangement as per National Building Code.
- III. Provision for Internet, LAN, Intercom, Telephone, CCTV system etc.
- IV. Water storage and distribution system.
- V. Drainage works.
- VI. Land scrapping work.
- VII. Boundary/compound wall with security hut.
- VIII. Parking area.
- IX. Optimized building design to reduce conventional energy demand in terms of Electrical energy consumption using natural light and air.

- X. Adaptation of efficient design and technology to reduce time of construction.
- XI. State of the art building design with interior facilities for Core storage and laboratory analysis.

**3.2 Building control norms & owner's aspiration:**

- 3.2.1 Compliant to statutory norms & guidelines of GMDA/GMC, Fire Department, PCB etc. with adequate open space.
- 3.2.2 Independent parking space.
- 3.2.3 Effective utilization of open space (greenery, park, road side plantation) in terms of percentage plot area.
- 3.2.4 Effective space utilization of building (cumulative Carpet area/ total floor area).
- 3.2.5 Optimized building design to reduce conventional energy demand in terms of Electrical energy consumption using natural light and air.
- 3.2.6 Adaptation of efficient design and technology to reduce time of construction (Activity chart shall be provided)
- 3.2.7 After meeting the requirement as detailed in SOW, provision of future expansion is required to be shown specifically in terms of Percentage of plot

**Note:**

- 1. EPMC to calculate and submit the requisite data/ document along with related drawings with their technical bid in support of their claim against point nos. **3.2.2 to 3.2.7**
- 2. The above work is indicative only. The final design shall be firmed up during the design stage in consultation with OIL & Consultant/Contractor.
- 3. The various facilities/ utilities for the project shall be as per requirement of the Local/ Central statutory bodies such as GMC/GMDA, Pollution Control board, Fire & Emergency Service Department, National Building Code of India etc. The Consultant/Contractor shall list out various statutory requirements at the beginning of the design stage.)

**4.0 EPMC's Scope of Work:**

As the EPMC for the job, the consultant shall act as an extended hand of OIL, always keeping in view OIL's interests and advising/guiding OIL on all important matters and ensure that the project is completed within stipulated time and cost with quality deliverables.

The scope of work of the EPMC is broadly defined under the following heads however the list is not exhaustive.

**4.1 Brief Scope of Work:**

The scope of work of the EPMC is broadly defined, but not limited to as given herein:

- a) To carry out detailed survey of the area & soil investigation job to find out all the soil parameters.
- b) Preparation of a project plan including all internal & external linkages. Obtaining approval from any statutory body/ local Govt. body like GMDA/GMC, Pollution Control Board,

Environmental Clearance/ Fire Service Department as applicable to this project for execution of work or for designs/ drawings of the scheme and make necessary changes required by them

- d) Design of the building for Core storage with modern office/laboratory amenities.
- e) Planning and design of internal ring road for entry/exits.
- g) Design of Boundary fence all-round the proposed building with security hut.
- h) Planning and design of storage and distribution system water. Source water will be provided by OIL.
- i) Design of lift.
- j) Planning and design of power distribution system including all electrical components, substations, transformer, area lighting etc. Source of power will be provided by OIL.
- l) Planning and design of plumbing/ drainage system including storm water drains and its connection to nearby Leader drain.
- m) Landscape design.
- n) Planning and design of firefighting system as per NBC & conforming to the norms of Fire Service Department.
- o) Planning and design of network for telephone, internet, television, CCTV etc.
- p) Preparation of tender documents with detailed Bill of Quantities (BOQ), detailed specifications etc.
- q) Providing construction supervision and Management service inclusive of QA/QC during the implementation of works (construction phase).
- r) Ensure that high quality construction is achieved and all works are executed in full compliance with the engineering design, technical specifications and other stipulations of the contract documents and within the specified time.
- s) Preparation of preliminary and detailed cost estimate of the Project.
- t) Preparation of tender documents for construction contract and submission to OIL for approval. Carry out Technical Evaluation, Cost comparison & recommendation for awarding of Work to a Construction Contractor.
- u) Expediting of delivery of equipment/Material being manufactured/ supplied by concerned vendor and inspection of the items delivered.
- v) Health, Safety & Environment (HSE) Management.
- w) Certification and forwarding the contractor's bills to OIL within the stipulated time.
- x) Obtaining occupancy certificate of the building from GMC/GMDA.
- y) Project closeout including closing of Purchase orders and contracts.

All aspects of the Project will be in strict conformity with Guidelines and Specifications laid out in CPWD publication and the scale of amenities shall conform to the Technical Standards stipulated by National Building Code (NBC-latest available).

**The EPMC shall discharge the following obligations:**

- a) The role of the EPMC shall be to perform all functions to implement the Project as a whole and act as the Engineer of OIL. In this process, the EPMC shall ensure compliance to CVC guidelines, GFR and/or any other instructions/ guidelines issued by the Central/State Government relating to execution of works.
- b) EPMC shall work with the aim to complete the Project on or before the schedule, within the stipulated cost and shall follow all relevant & applicable international/national codes and standards.

#### **4.2 Detail Scope of Work**

Detailed planning and design of the facilities envisaged (through in-house expertise or through other qualified agencies like architectural/ engineering firms) and construction supervision and monitoring during project execution phase.

The Detail scope of work of EPMC is outlined below but the entire scope is SCOPE OF WORK (SOW) / TERMS OF REFERENCE (TOR) covered right from clause no 1.0 above to 12.0 below. However, the list is not exclusive/exhaustive and limited. EPMC shall also be required to do the works as a consultancy service provider not envisaged herein and specifically mentioned below, but otherwise required for overall completion of the project, within the quoted price/awarded value of work to EPMC.

The Contract shall be in two distinct phases:

**Phase I:** Design Phase

**Phase II:** Site Supervision & monitoring during Construction phase

##### **4.2.1 Phase- I (Design)**

##### **i) Soil Survey & Investigation:**

- a) Soil investigation, topographical survey, collection of required data from the site and from OIL, concerned state/central government authorities etc.
- b) Development of Contour map and all other relevant drawings and maps. Arrangement for raising of the area suitably to prevent flood/ water logging.
- c) Minimum 5 boreholes are to be carried out.
- d) Assessment of number of trees to be uprooted.

##### **ii) Architecture Design:**

- a) Preparation of Master Plan Layout for the building complex. The master plan shall be integrated with the existing master plan of the OIL, PHQ, Narangi Township; envisage future developments and shall be so developed as to use the available land in an efficient manner leaving enough space for future developments and keeping the existing green area untouched as much as possible.
- b) Circulation and traffic movement.
- c) Architectural Planning and Design for the building and related ancillary structures.
- d) Preparation of Detail Building wise Floor plans.
- e) Preparation of Elevations and Sections.



- f) Detail Interior design of various spaces like display room etc.
- g) Design of boundary/perimeter fence with entry/exit gate with security hut and access monitoring system like CCTV etc.
- g) Ensure that the nature, position, and appearance of all controls of plumbing and electrical installation satisfy user and aesthetic requirements, and ensure that adequate coordination drawings are prepared.
- h) Landscape Design: Detail Landscape design including soft and hard surface design for open spaces, green areas etc. with all required details.
- i) Preparation of construction / Working drawings: Site plan, architectural drawings, Landscape etc.
- j) The Master plan along with all necessary details shall be submitted to OIL for approval.
- k) After finalization of Concept Plan, one number model of minimum size of 5ft x 3½ft showing Master Plan & various components of Buildings is to be provided to OIL.
- l) Preparation of 3D modelling of the project.

**iii) Civil and Structural Designs:**

- a) Comprehensive structural design of all the buildings components and infrastructure planned under the project. EPMC shall be required to carry out comprehensive soil investigation including topographical and geotechnical survey for efficient design for buildings at no extra costs to OIL.
- b) The Consultant shall perform all the Civil & Structural design work necessary by utilizing the most economical, effective and widely accepted engineering concepts as per the latest BIS Codes of Practices for Earthquake resistant structures and shall at all times show a high degree of professionalism in their work. **The Consultant shall be fully responsible for the design and third-party approval/Vetting (by IITs / NITs/Govt. Engineering Colleges only) of all the major Civil & structural engineering documents/ drawings. The payment for approval/ vetting of engineering documents/ drawings from third party shall be made by EPMC directly and the same has to be loaded by the EPMC in their quoted price.**
- c) The structural design shall have to be done on STAAD-PRO software (latest licensed version) or any other standard software.
- d) A copy of structural grid along with design calculations both in soft & hard copies shall be submitted to OIL for review and record.
- e) **Plumbing, Sanitary and Public Health:** Comprehensive planning, determination of water demand & designing of Plumbing systems, water supply storage & distribution, sanitary, sewerage, wastewater circulation and disposal, storm water drainage system.

**iv) Electrical Engineering Services:**

After layout & preliminary building plans are finalized, the EPMC shall design a comprehensive electrical system for these buildings considering all amenities and facilities.

This electrical system has to include following items:

- a. Calculation of total load requirement.
- b. Design of Electrical sub-station including building construction, type of HT/LT switchgear requirement, Transformer requirement, Cable sizing & laying, up-gradation/augmentation of power source, if required, from where power will be evacuated, earthing system design etc.
- c. Design of total power distribution building wise and floor wise. This will include external illumination system, floor wise power distribution system including design of switchgear & panels, lighting protection system, sizing & laying plan for cables and amenity supply (lift, pump or any other requirement).
- d. Design of electrical wiring system. This includes electrification of all apartments in all aspect.
- e. Design of cable trenches for laying HT/LT cables.

**v) IT/ Telecommunication Services:**

a) All necessary planning and design for LAN / fibre-optics communication/ other advanced communication technology, Telephone & Television network, Display, Security and surveillance system including CCTV etc. This also included planning and design of telephone connection from exchange room to building.

**vi) Mechanical Engineering Services:**

- a) Comprehensive planning & designing of all Mechanical services and systems such as Lifts, Fire Fighting system etc.
- b) Fire Fighting system: Design and prepare working drawings for internal and external fire protection and suppression system. The latest edition of NBC should be followed for Fire Fighting system design.

**vii) Water Supply and sewage system:**

- a) Calculation of water requirement. Design and prepare working drawings of internal and external water supply system including distribution system and internal plumbing, recycling of treated wastewater etc. Water reservoir/ necessary pump for uplifting etc.
- c) Design and prepare working drawings for internal and external waste/sewage disposal systems with proper sanitary disposal facilities. PCB guidelines/norm to be followed.

**viii) Cost Engineering and Estimate:**

- a) Preparation of Area statement floor wise.
- b) Preparation of detailed cost estimate based on up to date CPWD- schedule of rates as applicable and as per market rates (based on the template of DAR, if the template not available Good Engineering Practice to be adopted) for non-scheduled items.
- c) Preparation of cost estimate during execution of work as per actual site requirement enabling client to keep the cost within the approved amount.

- d) Assumptions & basis for cost estimate, which shall include the preparation of documentation to support the cost estimate. This shall also include all factors of major cost-significance. Estimate without basis and supporting documents will not be accepted.
- e) Item-wise Bills of quantities along with detailed Quantity Calculation sheet with respect to approved drawings duly priced. All estimates shall be prepared on the basis of up to date CPWD- schedule of rates, norms and on the basis of market rate analysis for non- scheduled items. These estimates should be comprehensive and should include for all items along with Quantity take off sheets w.r.t. related drawings. In case of Market Rate items, detailed analysis along with minimum 3 (three) quotations from manufacturers/authorized dealers is to be submitted.
- f) Provide assistance in settling all commercial issues with the contractors till the final closeout.

**ix) Procurement and Contracting:**

The EPMC will be responsible for preparing the Tender documents for selection of Construction Contractor. The tender documents shall incorporate the standardized “General Conditions of Contract” and “Instruction to Bidders”. The tendering shall be done in line with OIL’s “Contracts and Procurement Procedure” and Notifications/ guidelines being issued by Ministry, Government of India, Central Vigilance Commission etc. from time to time.

**The envisaged activities include:**

- (a) Preparation of complete tender document including item-wise BOQ, item-wise detailed technical specifications and commercial parts for inviting bids for Construction contractor based on Basic & Detail Engineering in consultation with OIL.
- (b) Submission of the tender document to OIL for checking/approval, fulfilling all aspects of jobs required for construction of the project in both hard (03 copies duly printed in colour and hard bound) and soft copies; publication of NIT and facilitating OIL to upload the tender in the e-portal of OIL and Govt. portal.
- (c) Intimation to prospective bidders drawing their attention to the tender; organizing pre-bid conference at Guwahati in consultation with OIL and in presence of OIL’s representative for expeditious replies to bidders’ techno-commercial queries (TQ/ CQs) during the pre- bid meeting. Preparation of draft reply to the bidders’ queries by EPMC for issuance of the same by OIL to the bidders.
- (d) Bids (techno-commercial & priced) from Construction Contractors to be evaluated as per tender procedure. Initially only techno-commercial bids shall be opened which shall be evaluated and tabulated by EPMC on Quotation comparison sheet for technical compliance including bidders’ response received against reply of TQ/CQs and forward the recommendation on the technically acceptable offer together with copies of all related correspondences to OIL.
- (e) On receipt of EPMC’s recommendations on technical evaluation of the bids received against the tender, OIL shall arrange for obtaining necessary approval from OIL’s competent authority for opening the priced bids of the technically qualified bidders.
- (f) After receipt of approval for opening of priced bids of technically qualified bidders, OIL shall intimate the technically qualified bidders for attending the priced bid opening. Priced bids shall be opened at OIL’s office at PHQ, Narangi, Guwahati in presence of technically qualified bidders within one week of intimating the bidders. Bids of the technically disqualified bidders shall not be opened.

(g) On receipt of EPMC's recommendations on final commercial evaluation of the bids received against the tender, OIL shall arrange for obtaining necessary approval from OIL's competent authority for awarding the contract to Construction Contractor. On receipt of necessary approval, OIL shall issue the Letter of Award (LOA) to the contractor awarding the contract to Construction Contractor and enter into an agreement with the Construction Contractor. EPMC will formulate the Contract agreement for Construction Contractor as per OIL's guideline.

#### **4.2.2 Phase II (Construction Management & Supervision):**

##### **A. Planning and Scheduling:**

The EPMC shall be responsible for preparing project plans and schedule in line with the Overall Project Schedule provided by the client. This shall include the preparation and submission of:

- a) Work Breakdown Structure (WBS)
- b) Project Network Diagrams, Gantt Chart etc.
- c) Project Activity List, Milestones incorporating the Early Start, Finish, Late, Late Start & Late Finish Dates, etc.
- d) Overall Project Schedule: Monthly Breakups and Cumulative Breakups
- e) Project Financial Commitment Schedule in accordance with the envisaged / actual dates for order placement
- f) Inspection Schedule and Plan, wherever applicable.
- g) Manpower Deployment Schedule

##### **B. Management and Monitoring:**

The EPMC shall be completely responsible for the entire Project Management wherein they shall be required to work in close coordination with OIL. For efficient and timely completion of the project the EPMC shall be required to:

- a) Establish Communication matrix in Concurrence with OIL.
- b) Establish Procedures for various activities to be performed for various WBS elements viz. Tendering, Ordering, Manufacturing, Inspection, and Delivery etc.
- c) Conducting weekly and Monthly Project review Meeting with all the stakeholders involved and take corrective actions as may be required for timely completion of the project.
- d) Based on requirement, the EPMC shall attend meetings with OIL within the shortest possible time wherein appropriate level of person shall be deployed.
- e) Ensure that the Contractor carries out the works following the relevant standards, specifications, guidelines issued by the different authorities and codes of practice, designs/ drawings forming part of Contract between Client and the Contractor or as suggested by Client, during construction phase. EPMC shall ensure that all defects and deficiencies in workmanship found during the course of work by the Construction contractor is rectified by the contractor.

- f) Identification of all activities/steps required for execution of the project within approved cost and stipulated time.
- g) Identification of all activities falling on the critical path of the project,
- h) Identification of all activities requiring close co-ordination/synchronization,
- i) Preparation of a look-ahead model/ catch-up plan for the project from time to time and ensure mobilization of adequate resources.
- j) Highlight pitfalls, if any, caused by the Vendors/ Contractors / any agency hindering execution of the project and resolve.
- k) Review and approve all Technical submittals like Data Sheets, GA drawings, Shop drawings etc., if any prepared and submitted by the Contractor.
- l) Surveillance and expediting of Contractor's construction and procurement activities to ensure that works are executed by the contractor in line with the Contract Agreement between the Client and the Contractor. Identifying the root causes of the problems/ shortcomings encountered in material delivery and construction activities.
- m) Timely measurements of WORKS & certification of bills of the Contractor and recommending the same to Client for payment as per billing frequency agreed upon. Maintaining necessary measurement books/records of the contractor's work.
- n) Providing technical clarification/ suggestion to the contractor.
- o) EPMC shall ensure that all the items including raw construction materials received at site are strictly in accordance with the requirement of the relevant standard and specification. EPMC to ensure that all the necessary lab tests/ field tests are performed by contractor to verify suitability of materials.
- p) Strictly ensure for compliance of proper safety measures by Construction contractor's personnel.
- q) Review and approval of Health, Safety and Environmental (HSE) manual submitted by the Contractor in line with Contract conditions, statutory guidelines. EPMC to ensure deployment of adequate and qualified safety engineers & supervisors by the contractor, safe working methods at site, prevention of incidents / LTA, extensive use of PPEs, compilation and reporting of safety records / data, conducting awareness programs & tool box meetings by the Contractor etc. for effective implementation of HSE parameters by the Contractor.
- r) Conducting HSE Audits as per the In-house procedure of the Consultant.
- s) Ensure compliance to all statutory rules and regulations by the Contractor and submission of records / return to relevant statutory authorities regularly by them.
- t) Undertaking site visits to attend PRMs as and when required (*and to collect necessary information/ data during Design phase*) shall have to be borne by the consultant and shall be covered within the quoted/negotiated fees and nothing extra shall be payable on this account.
- u) Ensure that adequate resources are deployed by the Contractor to achieve the scheduled progress of work and ensuring corrective actions are taken by the contractor at appropriate times for avoiding slippage / delay.
- v) Record and Review of hindrances / delay/ mobilization/ constraints, if any in the light of the contract between Client and the Contractor.

w) Obtaining timely all statutory approvals required during **the Pre-construction, Construction & Post Construction phase** including the Occupancy Certificate (including but not limited to approvals from Municipal/ Area Development Corporations, Fire Service, MOEF, Pollution Control Boards, CEA/ CEIG, Lift Inspectorate etc. as required.

x) Review/ Maintenance of all site records, including Measurements / Abstract and other documentary requirements meeting the requirements of CTE/CVC guidelines for such works.

y) Provide assistance to the Client for submitting replies to the observations made by the CTE/CVC/CAG or any other Government audit bodies.

z) EPMC will ensure proper handing over of the completed project to OIL including the mandatory spares, test and Inspection Certificates of all the major equipment and final drawings and documents.

**C. Quality Control:**

a) Review and validate Contractor's logistics plan, plan for deployment of manpower and machinery, procurement plan of material including long lead items.

b) Review & approval of Quality Assurance Plans (QAP), Job Procedures (JP's), Inspection & Test Plans (ITP's) and recording formats prepared by the Contractor.

c) Review of QAP for Factory Acceptance Test (FAT) of major equipment, if any.

d) Preparation of Inspection Categorization Plan (ICP) for factory inspection of major equipments, if any as per project requirement and in-house guidelines of the Consultant.

e) Witnessing Factory Inspection Tests (FAT) of major equipments, if any as per approved QAP & ICP.

f) Approval of Material Sources, Concrete Mix Design etc. submitted by the Contractor.

g) Ensure establishment of full-fledged and well calibrated testing laboratory facilities at site by the Contractor for ensuring field testing of construction materials.

h) Witnessing field testing in line with the QAP's and ITP's established.

i) Review the material test reports, inspection report, external lab reports, and Manufacturer's Test Certificates (MTC) etc. as per QAP, relevant standards and codes of practice, including rejection of Sub-standard/ Non-conforming works/ materials and remedies thereof at the cost of Contractor.

j) Conducting Quality Audit as per in-house procedure of the Consultant / OIL.

**D. Cost Control of the project:**

a) Regularly monitor the execution of works and generate cost control reports during the execution phase of the Project. The Report shall be generated on a monthly/ quarterly basis (as required), highlighting the trend in cost variations, if any with respect to the approved cost and the reasons for the same.

b) Review Extra items/claims, Change Orders, Waiver / Deviation Permits / Design Change Notes (DCN's), if any submitted by the Contractor and forwarding to Client for approval. EPMC should also recommend on time and cost implication on account of the same.

### **5.0 Statutory clearances:**

5.1 List out the statutory approvals/Clearances which are required for the Project. The EPMC shall be responsible for obtaining statutory clearances / permission from statutory and other Government authorities such as GMDA/GMC including PCB (Pollution Control Board), Municipal/ Area Development corporations etc. during the pre-construction and post construction phase including obtaining the Occupancy Certificate.

5.2 Statutory fees towards obtaining the statutory approvals shall be paid by OIL in actual.

### **6.0 Use of Project Management Software:**

EPMC will deploy suitable project monitoring tools/ software for planning, scheduling and monitoring of the project.

### **7.0 Post Construction Stage/ Project Close- out:**

7.1 The defect liability period of this project **shall be 12 months** after completion of work or taking over of building whichever is earlier. EPMC shall be responsible for satisfactory rectification of defects by the Construction Contractor, without any extra cost.

7.2 Review from time to time the performance of the construction and operation of the different systems installed by the Contractor during the Defects Liability Period (DLP) period and get rectifications, if any done by the Contractor, as required at no extra cost to the Client/ Consultant.

7.3 Assistance to the Client in finalizing the Agreement for Comprehensive Annual Maintenance (CAM) of the facilities with the Contractor for the period as agreed upon.

Consequent upon the successful completion and commissioning of the project the EPMC shall be responsible for the following:

A. Submission of final documents in required soft and hardcopy format shall be under the following heads:

- a) As built drawings
- b) Updated Data Sheet
- c) Updated BOM
- d) Service/ Operation/ Maintenance Manual
- e) Test Reports
- f) Construction documents (civil/mechanical/electrical/ instrumentation/ control etc.)
- g) Lesson learnt: Problems faced during the project execution and mitigation measures taken for future reference.

B. Project Closeout Report incorporating following minimum:

- a) Project brief
- b) Chronology of Approvals
- c) Head Office & Site Office Organogram

- d) Names of Personnel working for the project along with all contact details
- e) Any other details required for maintenance of the complex.
- f) Names of Standards referred and used in design and Engineering for various items, Construction, Inspection
- g) WBS element wise “S” Curve and for Overall physical progress
- h) List of key milestones and date of actual achievement.
- i) Experience gained during Project Execution and improvements for future projects.
- j) Construction Photographs and videos.

C. Carryout comprehensive verification of all the works upon completion.

D. Ensure that the constructed works and sites are cleaned/ cleared and ready for occupancy and use.

E. Recommend to the Client to issue Final completion certificate after the contractor has satisfactorily completed all work under the terms of contract agreement and for final payment to the Contractor.

F. Assist the Client in Taking over of the constructed facilities including preparing the defect/snag lists, if any in consultation with Client and ensuring the rectification of the same by Contractor.

G. Establish a “Check List” and Review all contractual points before taking over from Construction Contractor.

H. Assist the Client to reply to the Audit/ CTE’s observations and arbitration cases etc., if any.

I. Provide all documents / reports / statements of facts / counter statements of facts during Arbitration cases, if any and for closing out of Audit / CTE’s observations.

### **8.0 Documentation & Submission of Reports:**

EPMC shall prepare and submit reports as follows. The format of the reports shall be discussed and mutually agreed between OIL & EPMC. EPMC will provide all necessary assistance to OIL for reporting to higher authorities of OIL e.g. MoP&NG or any other concerned authorities.

8.1 Daily Progress Report (DPR): DPR should include day-to-day progress report of site work.

8.2 Monthly Progress Report (MPR): As a minimum, the following information shall be available in the monthly report:

- a) Monthly progress reports shall include the historical background of the Project; Project status report; a brief description of actual versus planned progress;
- b) Graphs or charts showing physical progress of works
- c) Progress on Procurement
- d) Progress on Construction work
- e) Details of Costing
- f) Status of Quality reporting
- g) Status of statutory approvals. HSE report
- h) Comments on the quality of Work and Contractor’s performance
- i) Specific delays, impact of accumulated delays, reason for such delays, action plans proposed to bring back to original schedule, major bottlenecks and hold-ups
- j) Problems encountered and resolutions



k) Photographs showing completed Work and construction activities undertaken during the relevant reporting period

8.3 Accident Reports: A report of the circumstances of any significant accidents/near misses occurring during execution of the project shall be forwarded to OIL. In case of any accident report, the FIRST PERSON RESPONSIBLE for the accident shall be clearly indicated.

8.4 Claim Reports: A report detailing the Project Manager's/ Resident Construction Manager's assessment of each claim notified by the Construction contractor shall be prepared and submitted to OIL.

8.5 Other Documentation: EPMC shall keep record as mentioned below, but not limited to the followings:

- a) Maintain a set of drawings ("as-built" drawings) recording all details of the work as actually executed.
- b) Maintain at the project site orderly files for correspondence, reports of site meetings, product and material submissions, site instructions, information and drawings issued as well as Consultant's clarifications and interpretations of the contract documents, progress reports and other related documents.
- c) Keep a diary or log book, recording daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures.
- d) Records of the Meetings.

## **9.0 Time Schedule of EPMC:**

9.1 The EPMC shall ensure that the project shall be completed within the stipulated period. The EPMC would prepare detailed activity schedule for the project in consultation with OIL at the time kick-off meeting. All efforts should be made to meet all the intermediate schedule and milestones.

9.2 Time is the essence of contract. EPMC shall ensure makeup plan in place for achieving the scheduled completion. EPMC is required to plan and put manpower and resources accordingly.

9.3 EPMC is required to work simultaneously on various activities and accordingly, make all out efforts to complete the project on or before the time schedule.

9.4 The time frame for the major activities shall be as under:

<b>Sl. No</b>	<b>Description of Work</b>	<b>Time Period</b>	<b>Cumulative period from Date of issue of LOA to EPMC</b>
1	To carry out the soil/ topographical survey and preparation of preliminary architectural concept report/ schemes/ drawings of project etc. and preliminary estimate for the project as per the requirement including the Master Plan of Entire Project.	Within 21 days after issue of LOA	21 days
2	Getting approval of the Master Plan, preliminary concept report/ Cost Estimate.	Within 14 days after submission of Master plan/ drawing/preliminary estimates etc under Sl no 1	35 days
3	Applying & Obtaining statutory permissions from Govt. authority as applicable.	Within 60 days after approval of Master Plan and preliminary Estimate by OIL under Sl no 2	95 days
4	Preparation of detailed Design Calculations of each component including submission of detailed item wise estimates & rate analysis for non-scheduled items, Detailed project report (DPR) etc. Submission of Tender document for call of tender.	Within 60 days after approval of Master Plan and preliminary Estimate by OIL under Sl no 2 (Parallel activity=60 days)	95 days
5	Finalization of Tender Document /BEC & approval of Competent Authority.	Within 25 days after Sl no 4	120 days
6	Invitation of Bids, Pre-bid Meeting, Opening of Technical Bids for Selection of Construction Contractor	60 days after Sl. No. 5	180 days
7	Scrutiny of Technical Bids & Recommendation, Approval from OIL's Competent Authority, Price Bid opening, Recommendation, Approval from OIL's Competent Authority, Award of LOA to Construction Contractor.	30 days after Sl. No. 6	210 days (7 Months)

8	Issue of “Good for Construction” (GFC) drawings for disciplines like Structural and Architectural works shall be issued to the construction contractor <b>on the date of award of work to Construction Contractor or 07 months after LOA to EPMC</b> , whichever is earlier. All balance GFC drawings for other disciplines like Services; landscaping etc. shall also be issued to the Construction Contractor within <b>07 months of award of work</b> to them. Also, EPMC shall ensure that construction work at site is not affected for want of GFC drawings or clarifications at any point of time. This also includes third-party approval/Vetting (by IITs / NITs/ Govt. Engineering Colleges only) of all the major Civil & structural engineering documents/ drawings.	115 days after Sl. No. 4 (Parallel activity)	210 days or 7 Months (Parallel activity)
9	Construction Supervision and Project Management Services during construction stage & till complete handing over of the project	18 Months from the date of issue of LOA to Construction Contractor.	25 Months

### **10.0 Addition, Reduction in Scope and Re-Tendering:**

10.1 Change in drawings / documents due to site conditions are to be carried out by the EPMC without any extra cost to OIL.

10.2 a) Re-working / re-tendering / re-designing, if any, shall be done without any extra cost to OIL.

10.2 b) Re-tendering for non-responsiveness, less competition, higher price, etc., the same is to be carried out by EPMC within the quoted cost. However, the additional time spent in this regard on account of re-tendering shall be considered for extension of completion period for EPMC without levy of LD.

### **11.0 Other Conditions:**

11.1 EPMC shall perform the work under this CONTRACT with diligence and conforming to the best practices available.

11.2 EPMC shall perform their obligations conforming to rules, regulations and procedures prescribed by law/ Statues.

11.3 EPMC shall be responsible for the design, engineering, etc. but the ownership and patent right shall be with OIL.

11.4 EPMC shall suggest measures to cut-down cost and time over run without compromising the quality of work required in implementing the project.

11.5 EPMC should intimate in advance for any OIL's obligations for timely completion of activities (e.g.) requirements of statutory norms, regulatory authorities etc.

11.6 EPMC shall provide all necessary documents in time to the contractor for commencing and proceeding with the work as per agreed schedule.

**12.0 EPMC'S Manpower:**

EPMC shall deploy & engage professionally qualified & experienced team of professionals for efficient planning, designing and supervise the execution of construction, erection and installation of the complete system as detailed above, to ensure quality and soundness of construction, erection and installation. Day to day field activities including comprehensive suggestions and supervisory consultancy and monitoring the implementation of project. EPMC's engineer/supervisor must be present at site on round the clock basis wherever job continues during extended hours. EPMC shall deploy experienced technical personnel.

EPMC shall submit CURRICULUM VITAE as per **Performa- III** duly signed by the individual and counter signed by the designated official submitting the Bid.

EPMC shall ensure that the complete manpower whose names have been proposed to be deployed for the project execution will not change during project execution. In case of any change in deployment, the EPMC shall submit bio data of the substitute manpower proposed having at least the same experience and qualification than the person originally proposed and take OIL's approval.

The following members from the EPMC are to be associated with the Project and the personnel mentioned in points **(A)** & **(B)** shall have to visit the site as per requirement of the project. Manpower requirement against **Project Manager (A) and Resident Construction Manager (RCM) shall be Permanent Employee of the EPMC.**

**(A) Project Manager:** The Project Manager shall be a professionally qualified with Engineering Degree in Civil Engineering to lead the Project team. The Project Manager must have at least 15 years of experience in executing min. 2 similar Civil Engineering projects related to Construction of multi-storied building. Project Manager shall be responsible for overall coordination of the Project. The Project Manager should have knowledge of Project Management, Contracts Management, and Codes and Standards pertaining to Civil Engineering projects, Government Guidelines etc.

**(B) Design Team:**

(i) **Lead Architect** shall have minimum professional qualification B. Arch having minimum 15 years of experience in Planning & Designing of 2 (two) similar projects and having valid registration with Council of Architecture of India. The Lead Architect shall be either Employee of the EPMC or may be an associate appointed by the EPMC. EPMC shall be responsible/ accountable for all planning & designing services provided by the Lead Architect. Lead Architect shall visit site periodically as and when required to ensure that the work being executed as per the drawing & Design.

(ii) **Structural Engineer** shall have minimum Qualification of M. Tech/ M.E. – Civil (Structure) having minimum 15 years of experience in Planning & Designing of 2 (two) similar projects.

(iii) **Public Health Engineer** shall have minimum Qualification of BE/ B. Tech. in Civil Engineering having minimum 10 years of experience in Planning & Designing of 1 (one) similar project.

(iv) **Electrical Engineer** shall have minimum Qualification of BE/B. Tech. in Electrical Engineering having minimum 10 years of experience in Planning & Designing of 1 (one) similar project.

(v) **Mechanical Engineer** shall have minimum Qualification of BE/B. Tech. in Mechanical Engineering having minimum 10 years of experience in Planning & Designing of 1 (one) similar project.

(vi) **Electronics & Telecommunication Engineer** shall have minimum Qualification of BE/ B. Tech. in Electronics & Tele-communication Engineering having minimum 10 years of experience in Planning & Designing of 1 (one) similar projects.

**(C) Execution Team:**

The minimum requirements for deployment of Technical personnel (**key personnel**) of EPMC are to be **stationed at site** during the Construction Phase, are as under:

(i) **One (01) No. of Resident Construction Manager** who shall be a Civil Engineering Graduate and having at least 10 years of experience in executing min. 2 (two) similar Civil Engineering projects related to Construction of multi-storied building and shall be responsible for overall coordination and supervision/monitoring of the site activities during construction phase.

(ii) **One (01) No of Engineering Discipline Personnel** who shall be Civil Engineering Graduates having at least 7 years of working experience in having executed min. 1 (one) similar project and shall be responsible for daily supervision/monitoring of the project at site as well as shall be responsible for HSE activities.

(iii) **Two (02) Nos. of Engineering Discipline Personnel (one each from Electrical and the from Mechanical)** having at least 7 years working experience who shall be Project Engineer responsible for supervision/monitoring of the PHE and E&M works of the project. They shall be deputed to the site as & when required.

(iv) **One (01) No. QA/QC engineer** who shall be a Civil Engineering Graduate having at least 3 years working experience in executing min. 1 (one) similar project and shall be responsible for QA/ QC at site.

The key personnel (Execution team) may be reduced or withdrawn only with prior permission of OIL. **List of all the manpower with name and testimonials shall be submitted to OIL immediately after issue of LOA.** Failure to deploy above mentioned key personnel without approval for relaxation of clause of OIL will invite penalty as mentioned below. Prolonged non-availability of required personnel/ staffs **at site** even after two reminders from OIL may lead to termination of Contract/other remedy as considered appropriate by OIL.

12.1 Recovery Rate for Non-Deployment of Key Personnel:

<b>Sl. No.</b>	<b>Designation</b>	<b>Minimum Nos. of persons to be deployed</b>	<b>Deployment schedule</b>	<b>Minimum Qualification/Experience</b>	<b>Rate at which recovery shall be made from the Contractor in the event of non-deployment</b>
<b>1.</b>	<b>Resident Construction Manager</b>	01	Immediately after issue of LOA till the completion of work.	BE/B. Tech (Civil)/ 10 years	Rs. 2,000/- per day
<b>2.</b>	<b>Civil Engineer</b>	01	Within one week.	BE/B. Tech (Civil)/ 7 years	Rs. 1,700/- per day
<b>3.</b>	<b>Electrical / Mechanical Engineer</b>	01 + 01	Before the commencement of Electrical / Mechanical work till the completion of work.	B.E/ B. Tech (Electrical/Mechanical)/ 5 years <b>Or</b> , Diploma (Electrical/Mechanical)/ 8 years	Rs. 1,400/- per day per person
<b>5.</b>	<b>QA/QC Engineer</b>	01	From the commencement of construction works till the completion of work.	BE/B. Tech (Civil)/ 3 years	Rs. 1,600/- per day

**END OF PART – 3 SECTION-II**

**Part-3, Section-III****SCHEDULE OF RATES & PAYMENT (SOR&P)**

HIRING OF ENGINEERING AND PROJECT MANAGEMENT CONSULTANCY (EPMC) SERVICES FOR CONSTRUCTION OF  
CENTRALIZED CORE REPOSITORY AT PHQ PREMISES, NARANGI, GUWAHATI

<b>Description</b>	<b>Unit</b>	<b>Qty (A)</b>	<b>Unit Rate (Rs) in Figure</b>	<b>Unit Rate (Rs) in Words (B)</b>	<b>Amount (Rs) (AXB)</b>
<b>PRICE SCHEDULE:</b>					
Total Cost of Services for the entire Work as mentioned in the Scope of Work of the tender document which <b>inter-alia</b> includes design of the building , obtaining necessary permission/occupancy certificate from Govt. authorities such as GMDA/ GMC, Fire service department, PCBA etc, <b>(excluding statutory fees)</b> , preparation of tender document, scrutiny of Bids and making final recommendation, overall Construction Supervision, Inspection of incoming materials, measurement and certification of work done by Construction contractor(s), quality checking, closure of project, etc. and all other applicable taxes and duties.	Activity Unit (AU)	1			
Total (Rs.) (exclusive of GST)					
Applicable GST Rate in %					
Total (Rs.) (inclusive of GST)					
<b>Total quoted Price in words</b>					

**NOTE:**

1. The price/rate(s) quoted by the Bidders will be inclusive of all taxes **except GST** (i.e. IGST or CGST and SGST/UTGST as applicable in case of interstate supply or intra state supply respectively and Cess on GST, if applicable) on the final services. However, GST rate (including cess) to be provided in the respective places in the Price Bid.
2. Price Bids shall be evaluated on overall lowest cost to OIL (L-1 offer) basis i.e. considering total quoted price for all services but excluding applicable GST (CGST & SGST/UTGST or IGST)
3. In case any unregistered bidder is submitting their bid, their prices will be loaded with applicable GST while evaluation of bid. Where OIL is entitled for input credit of GST, the same will be considered for evaluation of bid as per evaluation methodology of tender document.
4. Price Bid uploaded without giving any of the details of the taxes (Including rates and amounts) will be considered as inclusive of all taxes including GST. When a bidder mentions taxes as extra without specifying the rates & amount, the offer will be loaded with maximum value towards taxes received against the tender for comparison purposes. If the bidder emerges as lowest bidder after such loading, in the event of order on that bidder, taxes mentioned by OIL on the Purchase Order/ Contracts will be binding on the bidder.
5. Input Tax Credit on GST (Goods & Service Tax) for this service is NOT available to OIL & the bids will be evaluated based on total price excluding GST.
6. The quoted price shall be remain firm during & completion of the **Project including extension**, if any.
7. Bidders to quote whole package in Lump sum rate, however, payment shall payable as per Schedule of payment mentioned in the tender document.



**SCHEDULE OF PAYMENTS**

The total consultancy fee shall be divided in two parts- Design Phase and Construction phase. The proportion of payment for the two phase shall be in 20:80 ratio (Design : Construction = 20 : 80)

<b>SL. No.</b>	<b>Milestones</b>	<b>Payment limited to % of Quoted Price</b>
<b>DESIGN PHASE:</b>		
1.	Submission of initial Project Report including Soil survey Report, Design concept, Master plan, Preliminary drawings & Preliminary Estimate.	5% of the Quoted price
2.	Statutory approval at pre-construction stage, submission of Final Project Report, Working Drawings and Documents item wise detailed Estimate.	3% of the Quoted Price
3.	Preparation of tender documents and submission to OIL for approval & publish	3% of the Quoted Price
4.	Pre Bid meeting / query reply	1% of the Quoted Price
5.	Submission of Recommendation of technically qualified bidders	2% of the Quoted Price
6.	Opening of price bid and final ranking	2% of the Quoted Price
7.	LOA by OIL and signing of Contract documents	4% of the Quoted Price
<b>CONSTRUCTION PHASE</b>		
8.	Payment shall be made as per the physical progress of Construction activity	75% of Quoted Price (as per progress)
9.	Handing over of the project, obtaining statutory approval like occupancy certificate etc, project closed out & submission of all documents etc.	5% of the Quoted Price

Note: The payment during Construction phase (Sl no 8) shall be made on monthly basis as per % progress of work. The Monthly progress report (MPR) shall be referred for % progress of work for a particular month (30 days period of time).

**END OF PART – 3 SECTION-III**

**Part-3, Section-IV**

**SPECIAL CONDITIONS OF CONTRACT (SCC)**

**1.0 Definitions:**

1.1 Multi-storied building: A multi-storied building is a building that has multiple storeys and typically contains vertical circulation in the form of ramps, stairs, lifts etc.

1.2 Floor area Ratio (FAR): The Floor Area Ratio (FAR) is the ratio of a building's gross floor area to the total area of the land upon which it is constructed.

1.3 Open space: Open space is any open piece of land that is undeveloped (has no buildings or other built structures) and is accessible to the public. Open space can include:

- *Green space (land that is partly or completely covered with grass, trees, shrubs, or other vegetation). Green space includes parks, community gardens, and cemeteries.*
- *Public seating areas*
- *Vacant lots*

1.4 Carpet area: The covered area of the usable rooms at any floor level (excluding the area of the wall).

1.5 Owner/ client: Owner/ client means Oil India Limited.

1.6 EPMC: EPMC means Engineering and Project management Consultant (the organization)/ Consultancy (the service). Definition will vary as per the formation of the sentence.

1.7 Consultant: Consultant means EPMC (the organization).

1.8 Construction contractor: Construction contractor means the contractor, who will actually execute the work at site.

**2.0 General:**

2.1 Special Conditions of Contract (SCC) shall be read in conjunction with the General Conditions of Contract (GCC), Scope of work & Terms of reference, drawings and other documents forming part of this tender wherever the context so requires.

2.2 Notwithstanding the sub-division of the documents into these separate parts and volumes, every part of each shall be deemed to be supplementary to and complementary of every other part and shall be read with and into the contract in so far as it may be practicable to do so.

2.3 Where any provision of the General Conditions of Contract is repugnant to or at variance with any provision of the SCC, then the provision of the SCC shall be deemed to override the

provisions of the General Conditions of Contract and shall prevail to the extent of such repugnance or variations.

2.4 No oral representation of any officer, agent, or employee of either the Contractor or Owner shall affect, modify, nullify or alter any right or obligation of the Contractor or Owner in terms of the contract unless made in writing and signed by the authorized representative of Owner and Contractor as an Agreed Variation.

2.5 Wherever, it is mentioned in the scope of work that the Contractor shall perform certain works or provide certain services, it is understood that the Contractor shall do so at his own cost, being deemed to be part of the relevant item in the Schedule of Rates (SOR) whether expressly stated or not.

2.6 The planning, design, engineering and workmanship shall satisfy the relevant Indian & International Standards, specifications and codes.

### **3.0 Scope of Work:**

The scope or work of the Consultant is described in detail in Part- III of this tender document under "SCOPE OF WORK & TERMS OF REFERENCE".

### **4.0 Duties and Obligations of the Consultant:**

4.1 Consultant shall provide the services agreed-upon in this contract and carry out its obligations with all due-diligence, efficiency and economy, in accordance with industry-accepted professional practices and standards. The Consultant shall observe sound management practices. The Consultant shall always act as a trustworthy adviser to the Owner, and shall, at all times, support and safeguard the Owner's legitimate interests in any dealings with subcontractors, local officials, community organizations or other Third Parties.

4.2 The remuneration the Consultant receives from the Owner shall constitute its only remuneration in connection with the contract. The Consultant shall not accept, for its own benefit or for that of its subcontractors, any trade commission, discount or similar direct or indirect payment or other consideration in connection with the goods and services provided under this contract or the discharge of its obligations thereof. The Consultant shall ensure that its personnel and that of its subcontractors or agents similarly not receive such additional remuneration.

4.3 The Consultant shall not have the benefit, whether directly or indirectly, of any royalty on or of any gratuity or commission from the use of patented or protected articles or processes used on or for the purposes of the contract unless it is mutually agreed in writing with the Owner that such a benefit is authorized.

4.4 The Consultant shall provide all goods and expert technical advice, skills and services, which are required for the work under this tender for which it is engaged.

4.5 The Consultant shall, for each part of the services, define the support and/or participation that are required from the Owner or its project Office.

4.6 At completion of the services, the Consultant shall submit to the Owner all original documents, working drawings, calculations and computer data that have been produced during contract implementation. This information and data shall be properly organized, filed and bound. The copyright of all documentation prepared by the Consultant in connection with this contract will remain the property of the Owner. The Consultant may make copies of such documents but shall not use the documents or the contents thereof for any purpose unrelated to the present contract without the prior written approval of the Owner.

4.7 The Consultant shall rent, furnish, staff and equip with communication facilities, office space (the Consultant's Office) in order to facilitate communication and other liaison activities between the Consultant, the Owner and other agencies associated with matters related to the project. All costs associated with the Consultant's Office shall be borne by the Consultant. OIL may provide electrical power to EPMC site office for lighting, AC & other communication tools etc., subjected to availability and on chargeable basis.

4.8 In order to collect the information/data over and above provided by the owner under the Contract, the Consultant may contact other agencies and government bodies associated with matters related to the project. All costs associated to such activities shall be borne by the Consultant including the cost of any information/data sourced for performing the scope of work.

4.9 OIL envisages Environment friendly, sustainable design of a Residential Building Complex.

4.10 Accommodation / Residential facilities shall be in the scope of EPMC.

#### **5.0 Project Management organization:**

5.1 CONSULTANT to plan, initiate, guide, coordinate, supervise and control the entire Project implementation activities through a dedicated task force consisting of specialists and experts.

5.2 The CONSULTANT will act as an extension of Owner, always keeping in view Owner's interests and advising/guiding Owner on all important matters.

5.3 All coordination and communications for the Project will be carried out under the overall guidance and control of CONSULTANT's Project manager. Coordination and communication procedures will be developed by CONSULTANT soon after its appointment, in consultation with Owner.

5.4 The CONSULTANT shall not be allowed to bid for any Contracts related to the project. The CONSULTANT shall not undertake any activity, which is to be performed directly/indirectly by the Contractors/Suppliers and is the direct/ indirect responsibility of the Contractors/Suppliers.

#### **6.0 Obligations of the Owner:**

6.1 The Owner shall furnish, without charge and within a reasonable time, all pertinent data and information available to it and shall give such assistance as possible to the Consultant for carrying out of the Consultant's duties under this contract. The Owner shall give its decision on all designs, sketches, drawings, reports, recommendations and other matters

properly referred to it for review and judgment by the Consultant so as not to delay or disrupt the provision by the Consultant of the goods and services required under this contract.

6.2 The information provided by the Owner including the Owner's representative(s) in connection with this work is being provided in good faith. Consultant shall exercise its knowledge and competence in scrutinizing and evaluating such information and shall proceed with the use of such information only after satisfying itself of its sufficiency for use.

6.3 The Owner shall facilitate the timely granting to the Consultant or any of their personnel and, where agreed, their dependants, of:

- (a) Access to all sites and locations involved in carrying out the services;
- (b) Other rights and privileges allowed under the contract.

6.4 The Owner's Office at PHQ, GUWAHATI, Assam shall:

- (a) Interact with the Consultant through various modes of communication viz. email, telecom etc. in relation to execution of the project at both the locations viz. head office and site office.
- (b) Monitor and supervise the activities of the Consultant;
- (c) Process the invoices and release of payment as per contract;
- (d) Serve as liaison between the Owner, the Consultant and various other agencies that may be associated with the project. The Consultant shall, however, be fully responsible for collecting data and other relevant information from the Owner and other agencies. Owner's office shall accept the requisition by the Consultant for furnishing data and other relevant information from the Owner.

## **7.0 Time of Completion:**

7.1 Scope of the work has been considered in totality as detailed in document "SCOPE OF WORK & TERMS OF REFERENCE" of this tender. Time of completion for total scope of work shall be 25 (Twenty-Five) months from the date of LOA to EPMC. EPMC contract will be valid till completion of 25 (Twenty-Five) months from the date of LOA to EPMC plus the associated defect liability period of 12 Months i.e. 37 Months. **In case the Construction of the Project is delayed, the Contract shall be extended beyond the stipulated time period at no extra cost to OIL.**

7.2 Upon issuance of LOA, the Consultant shall be called for a kick off meeting at Owner's Office at Guwahati, Assam, India, to discuss on various aspects of the scope of work. The Consultant will furnish detailed time schedule for completion of work which shall be finalized mutually between the Consultant and Owner. In case, the Kick Off meeting is not possible to be arranged at the Owner's Office in Guwahati, the kick off meeting shall be arranged through electronic medium.

7.3 The Kick Off meeting is to be arranged within **10 (ten)** days of issuance of LOA. The mobilization shall be deemed to be completed as soon as the Kick Off meeting takes place.

**8.0 Other Special Conditions and Notes to Bidder:**

8.1 If for reason solely attributable to Owner, the contract for construction of Multi-storied Residential Complex at PHQ, Guwahati is cancelled, the Consultant shall be paid proportionately for the cancelled Contract based on the activity/activities which have been completed till the date of cancellation.

8.2 The contract price set forth herein shall be inclusive of:

(a) All cost, risk and expense, taxes including income tax on Rupee components and foreign currency components, overhead, profit and/or total fee to the satisfactory performance and completion of the work till completion of defect liability period.

(b) All costs related to management, supervision, design, engineering, attendance at all meetings with Owner (whether at Owner's premises; Owner's nominated location or Consultant's premises and any other location applicable prior to and/ or during execution phase of the project), inspection, testing and quality assurance/ quality control of the work, as more particularly described in the Scope of Work, or elsewhere in the Contract.

(c) The cost of all Consultant's personnel, supervision, management (including but not limited to wages, benefits, payroll, taxes, travel and accommodation expenses and other costs thereto as are paid to employees), all office equipment's, rental of third party office equipment, communication charges, all administrative costs of Consultant's operation (including home office, site office and any other office), all reproduction and graphic costs of whatever kind, postage and courier expenses).

(d) The price shall also include the charges with respect to the services to be rendered by Consultant in the completion of the Project as set out in the various Clauses of the "Scope of Work & Terms of Reference".

**9.0 Confidentiality of Information and Data:**

All the information obtained by the consultant/ expert while rendering the consultancy work and all the information/data etc. provided by Oil India Limited to the consultant/ expert shall be treated as confidential and shall not be divulged by the consultant/expert or its personnel to any-one other than the Company's authorized personnel. This obligation of consultant/ expert shall be in force even in case of termination of the contract. For publishing any scientific/ technical papers in scientific journals etc. based on the findings/results/experience gained while rendering the consultancy work for Oil India Limited, the consultant/expert and the personnel engaged by them must take prior approval from the Company's authorized personnel in this regard.

**10.0 Review and Approvals by OIL:** EPMC shall submit the following documents/data for OIL's review / approval-

<b>S/L no.</b>	<b>Document</b>	<b>Approve/ Review</b>
1	Design concept	Approve
2	Master plan	Approve
3	Cost Estimate	Approve
4	Copy of Structural grid with design calculation	Review
5	GFC drawings	Review
6	Project Schedule	Approve
7	HSE Manual	Review
8	Quality documents	Review
9	Bio data of personnel	Review
10	Organogram (both for design team and site team)	Approve

**END OF PART – 3 SECTION-IV**

\*\*\*\*\*

**PRICE BID FORMAT**

HIRING OF ENGINEERING AND PROJECT MANAGEMENT CONSULTANCY (EPMC)  
SERVICES FOR CONSTRUCTION OF CENTRALIZED CORE REPOSITORY AT PHQ  
PREMISES, NARANGI, GUWAHATI

**Same as Part-3, Section-III i.e. SCHEDULE OF RATES & PAYMENT (SOR&P)  
detailed in Tender Document.**



**PROFORMA-B**

**BID FORM**

To  
THE GM (CONTRACTS)  
OIL INDIA LIMITED  
(A Govt. of India Enterprise)  
P.O. GUWAHATI-781171  
DIST. KAMRUP(M)  
ASSAM

Sub: IFB No.: **CGI 9761P22**

Dear Sir,

Having examined the General and Special Conditions of Contract and the Terms of Reference including all attachments thereto, the receipt of which is hereby duly acknowledged, we the undersigned offer to perform the services in conformity with the said conditions of Contract and Terms of Reference for the sum of \_\_\_\_ (Price not to be indicated) \_\_\_\_ stated below or such other sums as may be ascertained in accordance with the Price Bid Form attached herewith and made part of this Bid:

We undertake, if our Bid is accepted, to commence the work within (\_\_\_\_) days calculated from the date of issue of Company's LOA.

We agree to abide by this Bid for a period of **90 days** from the date fixed for Bid opening and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

Until a formal Contract is prepared and executed, this Bid, together with your written acceptance thereof in your notification of award shall constitute a binding Contract between us.

We understand that you are not bound to accept the lowest or any Bid you may receive.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2022.

Signature and seal of the Bidder: \_\_\_\_\_

(In the capacity of) : \_\_\_\_\_

Name of Bidder : \_\_\_\_\_

\*\*\*\*\*  
\_\_\_\_\_

**PROFORMA - C****STATEMENT OF NON-COMPLIANCE**  
**(Only exceptions/deviations to be rendered)**

- 1.0 The Bidder shall furnish detailed statement of **exceptions/deviations**, if any, to the tender stipulations, terms and conditions in respect of each PART of Bid Document in the following format:

<b>PART No.</b>	<b>Clause No. (Page No.)</b>	<b>Non-Compliance</b>	<b>Remarks</b>

**Authorised Person's Signature:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Designation:** \_\_\_\_\_

**Seal of the Bidder:**

**NOTE:** OIL INDIA LIMITED expects the bidders to fully accept the terms and conditions of the bid document. However, should the bidders still envisage some exceptions/deviations to the terms and conditions of the bid document, the same should be indicated as per above format and submit along with their bids.

If the “**Statement of Compliance**” in the above Proforma is left blank (or not submitted along with the technical bid), then it would be construed that the bidder has not taken any exception/deviation to the tender requirements.

\*\*\*\*\*  
\_\_\_\_\_

**PROFORMA - D**

**DECLARATION FOR BID SECURITY**

To,  
M/s. Oil India Limited  
.....,  
.....

Sub: .....  
Tender No:.....

Dear Madam/Sir,  
After examining / reviewing provisions of above referred tender documents  
(including all corrigendum/ Addenda), we M/s. .... (Name of Bidder) have  
submitted our offer / bid no.....

We, M/s. ....(Name of Bidder) hereby understand that, according to your  
conditions, we are submitting this Declaration for Bid Security.

We understand that we will be put on watch list/holiday/banning list (as per  
policies of OIL INDIA in this regard), if we are in breach of our obligation(s) as per  
following:

have withdrawn/modified/amended, impairs or derogates from the tender, my/our  
Bid during the period of bid validity specified in the form of Bid; or

having been notified of the acceptance of our Bid by the OIL INDIALIMITED during  
the period of bid validity:

fail or refuse to execute the Contract, if required, or

fail or refuse to furnish the Contract Performance Security, in accordance provisions  
of tender document.

Fail or refuse to accept 'arithmetical corrections' as per provision of tender  
document.

having indulged in corrupt/fraudulent/collusive/coercive practice as per procedure.

Place:  
Date:

[Signature of Authorized Signatory of Bidder]  
Name:  
Designation:  
Seal:

\*\*\*\*\*  
\_\_\_\_\_

**PROFORMA-E**

**FORM OF PERFORMANCE BANK GUARANTEE**

(To be submitted by the successful bidder in case of award of contract)

To:  
M/s. OIL INDIA LIMITED,  
CONTRACTS SECTION  
PIPELINE DEPARTMENT, GUWAHATI  
ASSAM, INDIA, PIN –781 171.

WHEREAS \_\_\_\_\_ (Name and address of Contractor)  
(hereinafter called "Contractor") had undertaken, in pursuance of Contract No.  
\_\_\_\_\_ to execute (Name of Contract and Brief Description of the Work)  
\_\_\_\_\_ (hereinafter called "the Contract").

AND WHEREAS it has been stipulated by you in the said Contract that the Contractor shall furnish you with a Bank Guarantee as security for compliance with Contractor's obligations in accordance with the Contract.

AND WHEREAS we have agreed to give the Contractor such a Bank Guarantee; NOW THEREFORE we hereby affirm that we are Guarantors on behalf of the Contractor, up to a total of (Amount of Guarantee in figures) \_\_\_\_\_ (in words \_\_\_\_\_), such amount being payable in the types and proportions of currencies in which the Contract price is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of guarantee sum as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein. We hereby waive the necessity of your demanding the said debt from the Contractor before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Contract or the work to be performed thereunder or of any of the Contract documents which may be made between you and the Contractor shall in any way cease us from any liability under this guarantee, and we hereby waive notice of such change, addition or modification.

This guarantee is valid until the -----day of -----

The details of the Issuing Bank and Controlling Bank are as under:

A. Issuing Bank:

BANK FAX NO:

BANK EMAIL ID:

BANK TELEPHONE NO.:

IFSC CODE OF THE BANK:

B. Controlling Office:

Address of the Controlling Office of the BG issuing Bank:

Name of the Contact Person at the Controlling Office with Mobile No. and e-mail address:

SIGNATURE AND SEAL OF THE GUARANTORS \_\_\_\_\_

Designation \_\_\_\_\_

Name of Bank \_\_\_\_\_

Address \_\_\_\_\_

Witness \_\_\_\_\_

Address \_\_\_\_\_

Date \_\_\_\_\_

Place \_\_\_\_\_

Note: Bank details of Oil India Limited may be required by Bank for issuance of Bank Guarantee (BG):

BANK DETAILS OF BENEFICIARY		
a	Bank Name	AXIS BANK
b	Branch Name	GUWAHATI
c	Branch Address	CHIMBER HOUSE, G.S.ROAD, DISPUR ASSAM
d	Banker Account No.	140010200027654
e	Type of Account	CURRENT ACCOUNT
f	IFSC Code	UTIB0000140
g	MICR Code	781211002
h	SWIFT Code	Axisinbb140
i	Contact No.	8876501401
	Contact Person Name	Mr. Dibakar Ghaosh
k	Fax No.	Not available
l	Email Id	Guwahati.branchhead@axisbank.com

**PROFORMA - F**

**SAMPLE AGREEMENT COPY**  
**(To be executed by the successful Bidder)**

This AGREEMENT is made on the ..... day of .....

**BETWEEN**

OIL INDIA LIMITED, a Government of India Enterprise, incorporated under the Companies Act 1956, having its registered office at Duliajan in the state of Assam, hereinafter called the “**COMPANY**” which expression unless repugnant to the context shall include executors, administrators and assignees on one part

**AND**

M/s. ...., having its address ..... hereinafter called the “**CONTRACTOR**” or “**Transport Supplier:**” which term shall unless excluded by or repugnant to the subject or context include its successors and permitted assignees, on the other part,

**WHEREAS**

- A. OIL INDIA LIMITED being desirous of awarding a comprehensive contract for “ hiring the services of a brand new vehicle of type ....., and has issued an enquiry under reference No..... dated ....., containing the Schedule of Works, Terms and Conditions,
- B. M/s. ...., have examined the nature and magnitude of the service to be provided and have satisfied themselves by careful examination before quoting their rates as to the nature and magnitude of the services to be provided , local conditions, the availability of manpower and resources necessary for rendering the service and have made local and independent enquiries and obtained complete information and have examined and considered all other issues, conditions and things and probable and possible contingencies, and generally all matters incidental thereto and auxiliary thereof affecting the services and have included them while making their offer.

**WHEREAS**, Company, (OIL INDIA LIMITED) having accepted the offer of the Contractor and (subsequent letter dated \_\_\_\_\_), issued the “Letter of Award” under reference \_\_\_\_\_ dated \_\_\_\_\_.

**Whereas**, the Contractor has accepted Company’s Letter of Award vide their letter \_\_\_\_\_

NOW IN CONSIDERATION OF THE MUTUAL COVENANTS AND AGREEMENTS HEREINAFTER CONTAINED IT IS HEREBY AGREED AS FOLLOWS:

- i) In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the General Conditions of Contract referred to.
- ii) The following documents shall be deemed to form and be read and construed as part of this agreement viz:

**E-TENDER: CGI9761P22**

(a) The Tender Document No.....dated ....., inter-alia providing the Instruction to the bidder ,General Conditions of Contract, Scope of Work / terms of reference /Technical specifications etc., Special conditions of contract.

(b) The Bid submitted by the Contractor in response to the Tender enquiry,

(c) The contractors letter dated ..... ( after price negotiation) if any .

(d) The Company's Notification of Award vide Letter of Award No. \_\_\_\_\_ dated \_\_\_\_\_.

(e) Section-I, II, III & IV hereto.

(f) Annexure –I hereto

iii) The rates payable for the job will be as indicated in **Part-3, SECTION-III**

iv) In consideration of the payment to be made by the Company to the Contractor for carrying out the assigned service , the Contractor hereby covenants with the Company that the Contractor shall and will carry out the assigned service and complete the said

service and shall do and perform all other acts and things mentioned in the Agreement or described or which are to be implied there from or may be reasonably necessary for the execution of the said assignment in the desired manner and time and subject to the terms and conditions or stipulations mentioned in the Agreement.

v) The Company hereby covenants to pay the Contractor in consideration of the due provision, execution and completion of the services and the remedying of defects therein , the contract price or such other sum as may become payable under the provisions of this contract at times and in manner prescribed in this contract.

IN WITNESS thereof, the parties have executed this contract on the day and the year first above mentioned at the office of the General Manager, Pipelines, Pipeline Head Quarter, Narengi, Guwahati, Assam.

Signed and Delivered for and  
On behalf of Company

Signed and Delivered for and  
on behalf of Contractor

(Oil India Limited)

( )

IN PRESENCE OF TWO WITNESSES :

IN PRESENCE OF TWO WITNESSES

1.  
2.

1.  
2.

**PROFORMA – G**  
**LETTER OF AUTHORITY**

To  
THE GM (CONTRACTS)  
OIL INDIA LIMITED  
(A Govt. of India Enterprise)  
P.O. GUWAHATI-781171  
DIST. KAMRUP(M)  
ASSAM

Sir,

Sub: IFB No.                     

We                                      confirm that Mr.                                      (Name and address) as authorized to represent us to Bid, negotiate and conclude the agreement on our behalf with you against Invitation No.:                                      for the service contract as described below:

**HIRING OF ENGINEERING AND PROJECT MANAGEMENT CONSULTANT (EPMC) SERVICES FOR “CONSTRUCTION OF CENTRALIZED CORE REPOSITORY INSIDE OIL’S PHQ PREMISES AT NARANGI, GUWAHATI, ASSAM”**

We confirm that we shall be bound by all and whatsoever our said representative shall commit.

Yours Faithfully,

Signature:                                     

Name :                                     

Designation:                                     

For & on behalf of:                                     

Note: This letter of authority shall be printed on letter head of the Bidder and shall be signed by a competent person to bind the Bidder.

\*\*\*\*\*



**PROFORMA-H**

**AUTHORISATION FOR ATTENDING BID OPENING**

TO,  
**GM (CONTRACTS)**  
Oil India Ltd.,  
P.O. Udayan Vihar,  
Guwahati - 781171  
Assam, India

Date: \_\_\_\_\_

Sir,

**Sub: OIL's IFB No. CGI9761P22**

We authorise Mr. /Mrs. \_\_\_\_\_ (Name and address) to be present at the time of opening of the above IFB due on \_\_\_\_\_ at Guwahati on our behalf.

Yours Faithfully,

**Authorised Person's Signature:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Designation:** \_\_\_\_\_

**Seal of the Bidder:**

**Note:** This letter of authority shall be on printed letter head of the Bidder and shall be signed by a person who signs the bid.

.....

**PROFORMA-I**

**INTEGRITY PACT**

Between

Oil India Limited (OIL) hereinafter referred to as "The Principal"

And

(Name of the bidder).....hereinafter referred to as  
"The Bidder/Contractor"

**Preamble:**

The Principal intends to award, under laid down organizational procedures, contract/s for ..... The Principal values full compliance with all relevant laws and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder/s and Contractor/s.

In order to achieve these goals, the Principal cooperates with the renowned international Non-Governmental Organization "Transparency International" (TI). Following TI's national and international experience, the Principal will appoint an external independent Monitor who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

**Section: 1 -Commitments of the Principal**

**(1)** The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:

- (i) No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for him/herself or third person, any material or immaterial benefit which he/she is not legally entitled to.
- (ii) The Principal will, during the tender process treat all Bidders with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidders the same information and will not provide to any Bidder confidential/additional information through which the Bidder could obtain an advantage in relation to the tender process or the contract execution.
- (iii) The Principal will exclude from the process all known prejudiced persons.

**(2)** If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the relevant Anti-Corruption Laws of India, or if there be a substantive suspicion in this regard, the Principal will inform the Vigilance Officers and in addition can initiate disciplinary actions .

## **Section: 2 -Commitments of the Bidder/Contractor**

**(1)** The Bidder/Contractor commits itself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.

- (i) The Bidder/Contractor will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or immaterial benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
- (ii) The Bidder/Contractor will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, Subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
- (iii) The Bidder (s) / Contractor (s) will not commit any offence under the relevant Anticorruption Laws of India, further, the Bidder (s) / Contractor (s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
- (iv) The Bidder/Contractor will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
- (v) Bidders to disclose any transgressions with any other company that may impinge on the anti-corruption principle.
- (vi) The Bidder (s)/ Contractor (s) of foreign origin shall disclose the name and address of the Agents/ representatives in India, if any. Similarly, the Bidder (s)/ Contractor (s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further, all the payments made to the Indian agent/ representative have to be in India Rupees only.

- (vii) Bidders not to pass any information provided by Principal as part of business relationship to others and not to commit any offence under PC/IPC Act;
- (2) The Bidder/Contractor will not instigate third persons to commit offences outlined above or be an accessory to such offences.
- (3) The Bidder/Contractor signing Integrity Pact shall not approach the Courts while representing the matters to IEMs and he/she will await their decision in the matter.

### **Section 3 -Disqualification from tender process and exclusion from future Contracts**

If the Bidder, before contract award has committed a transgression through a violation of Section 2 or in any other form such as to put his reliability or risibility as Bidder into question, the Principal is entitled to disqualify the Bidder from the tender process or to terminate the contract, if already signed, for such reason.

1. If the Bidder/Contractor has committed a transgression through a violation of Section 2 such as to put his reliability or credibility into question, the Principal is entitled also to exclude the Bidder/Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the circumstances of the case, in particular the number of transgressions, the position of the transgressions within the company hierarchy of the Bidder and the amount of the damage. The exclusion will be imposed for a minimum of 6 months and maximum of 3 years.
2. The Bidder accepts and undertakes to respect and uphold the Principal's Absolute right to resort to and impose such exclusion and further accepts and undertakes not to challenge or question such exclusion on any ground, including the lack of any hearing before the decision to resort to such exclusion is taken. This undertaking is given freely and after obtaining independent legal advice.
3. If the Bidder/Contractor can prove that he has restored/recouped the Damage caused by him and has installed a suitable corruption prevention system, the Principal may revoke the exclusion prematurely.
4. A transgression is considered to have occurred if in light of available evidence no reasonable doubt is possible.
5. Integrity Pact, in respect of a particular contract, shall be operative from the date Integrity Pact is signed by both the parties till the final completion of the contract **or as mentioned in Section 9- Pact Duration whichever is later.** Any violation of the same would entail disqualification of the bidders and

exclusion from future business dealings. Any issue relating to execution of contract, if specifically raised before the IEMs shall be looked into by IEMs.

#### **Section 4 -Compensation for Damages**

1. If the Principal has disqualified the Bidder from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover from the Bidder liquidated damages equivalent to Earnest Money Deposit / Bid Security.

(2) If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the principal shall be entitled to demand and recover from the Contractor liquidated damages equivalent to Security Deposit / Performance Bank Guarantee.

3. The bidder agrees and undertakes to pay the said amounts without protest or demur subject only to condition that if the Bidder/Contractor can prove and establish that the exclusion of the Bidder from the tender process or the termination of the contract after the contract award has caused no damage or less damage than the amount or the liquidated damages, the Bidder/Contractor shall compensate the Principal only to the extent of the damage in the amount proved.

#### **Section 5 -Previous transgression**

1. The Bidder declares that no previous transgression occurred in the last 3 years with any other Company in any country conforming to the TI approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.

2. If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

#### **Section: 6 -Equal treatment of all Bidders/Contractor/Subcontractors**

1. The Principal will enter into Pacts on identical terms with all bidders and contractors.

2. The Bidder / Contractor undertake(s) to procure from all subcontractors a commitment in conformity with this Integrity Pact. The Bidder/Contractor shall be responsible for any violation(s) of the provisions laid down in this agreement/Pact by any of its sub-contractors/sub-vendors.

3. The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

#### **Section: 7 -Criminal charges against violating Bidders/Contractors/Subcontractors**

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor, which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the Vigilance Office.

**Section: 8 -External Independent Monitor/Monitors**

1. The Principal appoints competent and credible external independent Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
2. The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the Chairperson of the Board of the Principal.
3. The Contractor accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder/Contractor/Subcontractor with confidentiality. However, the documents/records/information having National Security implications and those documents which have been classified as Secret/Top Secret are not to be disclosed.
4. The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
5. As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or heal the violation, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action. However, the Independent External Monitor shall give an opportunity to the bidder / contractor to present its case before making its recommendations to the Principal.
6. The Monitor will submit a written report to the Chairperson of the Board of the Principal within 8 to 10 weeks from the date of reference or intimation to him by the 'Principal' and, should the occasion arise, submit proposals for correcting problematic situations.
7. If the Monitor has reported to the Chairperson of the Board a Substantiated suspicion of an offence under relevant Anti-Corruption Laws of India, and the Chairperson has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Office, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.

8. The word 'Monitor' would include both singular and plural.
9. In case of any complaints referred under IP Program, the role of IEMs is advisory and would not be legally binding and it is restricted to resolving the issues raised by an intending bidder regarding any aspect of the tender which allegedly restricts competition or bias towards some bidder.

**Section:9 -Pact Duration**

This Pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the respective contract, and for all other Bidders 6 months after the contract has been awarded.

If any claim is made/ lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/determined by Chairperson of the Principal.

**Section:10 -Other provisions**

1. This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal. The Arbitration clause provided in the main tender document / contract shall not be applicable for any issue / dispute arising under Integrity Pact.

2. Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.

3. If the Contractor / Bidder is a Joint Venture or a partnership concern or a consortium, this agreement must be signed by all partners or consortium members. In case of sub-contracting, the Principal contractor shall take the responsibility of the adoption of IP by the sub-contractor and all sub-contractors shall also sign the IP.

4. Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

5. Issues like warranty / guarantee, etc. shall be outside the purview of IEMs.

..... <b>For the Principal</b>  Date :  Place :	..... <b>For the Bidder/Contractor</b>  Witness 1: .....  Witness 2: .....
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**PROFORMA-J**

**SAFETY MEASURES**

**To,  
GM-CONTRACT  
OIL INDIA LIMITED  
Guwahati-781171**

**Description of work/service: HIRING OF ENGINEERING AND PROJECT MANAGEMENT CONSULTANT (EPMC) SERVICES FOR “CONSTRUCTION OF CENTRALIZED CORE REPOSITORY INSIDE OIL’S PHQ PREMISES AT NARANGI, GUWAHATI, ASSAM”**

Sir,

We hereby confirm that we have fully understood the safety measures to be adopted during execution of the above contract and that the same have been explained to us by the concerned authorities. We also give the following assurances.

a) Only experienced and competent persons shall be engaged by us for carrying out work under the said contract.

b) The names of the authorized persons who would be supervising the jobs on day to day basis from our end are the following:

i) \_\_\_\_\_

ii) \_\_\_\_\_

iii) \_\_\_\_\_

The above personnel are fully familiar with the nature of jobs assigned and safety precautions required.

c) Due notice would be given for any change of personnel under item(b) above.

d) We hereby accept the responsibility for the safety of all the personnel engaged by us and for the safety of the Company's personnel and property involved during the course of our working under this contract. Any violation pointed out by the Company's engineers would be rectified forthwith or the work suspended till such time the rectification is completed by us and all expenditure towards this would be on our account.

e) All losses caused due to inadequate safety measures or lack of supervision on our part would be fully compensated by us and the Company will not be responsible for any lapses on our part in this regard.

(Seal)

Yours Faithfully

Date \_\_\_\_\_

M/s \_\_\_\_\_

FOR & ON BEHALF OF BIDDER

\*\*\*\*\*



**PROFORMA-I**

***ON THE OFFICIAL PAD OF THE BIDDER TO BE EXECUTED BY THE AUTHORIZED SIGNATORY OF THE BIDDER***

**Certificate of Compliance of FINANCIAL CRITERIA:**

Ref Clause No. B - Financial Criteria of the BRC/BEC – under Note No. C of the Tender

I ..... the authorized signatory(s) of .....  
(Company or firm name with address) do hereby solemnly affirm and declare / undertake as under:

**The balance sheet/Financial Statements for the financial year \_\_\_\_\_ (as the case may be) has actually not been audited as on the Original Bid Closing Date.**

Place: .....

Date: .....

Signature of the authorized signatory

Note: Please note that any declaration having date after the Bid Closing Date will not be considered and will be rejected. This certificate is to be issued only considering the time required for preparation of Financial Statements i.e. if the last date of preceding financial / accounting year falls within the preceding six months reckoned from the original bid closing date.

\*\*\*\*\*  
\_\_\_\_\_

**PROFORMA-M**

Format of undertaking by Bidders towards submission of authentic information/documents  
(To be typed on the letter head of the bidder)

Ref. No. \_\_\_\_\_

Date \_\_\_\_\_

**To,  
GM-CONTRACTS  
OIL INDIA LIMITED  
GUWAHATI-781171**

**Sub: Undertaking of authenticity of information/documents submitted**

**Ref: Your tender No. \_\_\_\_\_ Dated \_\_\_\_\_**

**Sir,**

With reference to our quotation against your above-referred tender, we hereby undertake that no fraudulent information/documents have been submitted by us.

We take full responsibility for the submission of authentic information/documents against the above cited bid.

We also agree that, during any stage of the tender/contract agreement, in case any of the information/documents submitted by us are found to be false/forged/fraudulent, OIL has right to reject our bid at any stage including forfeiture of our EMD and/or PBG and/or cancel the award of contract and/or carry out any other penal action on us, as deemed fit.

Yours faithfully,  
For (type name of the firm here)

Signature of Authorised Signatory

Name:

Designation:

Phone No.

Place:

Date:

(Affix Seal of the Organization here, if applicable)

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**PROFORMA- N**

[TO BE FILLED-UP / SUBMITTED BY THE VENDOR ON ITS LETTER HEAD  
FOR E-REMITTANCE]

Name:

FULL Address:

Phone Number :

Mobile Number :

E-mail address:

FAX Number :

Bank Account Number:

(in which the Bidder wants remittance against invoices)

Bank Name :

Branch :

Address of the Bank:

Bank Code :

IFSC/RTGS Code of the Bank:

NEFT Code of the Bank :

PAN Number :

GST Registration Number:

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Signature of Vendor with Official Seal

Note: This declaration shall be printed on letter head of the Bidder and shall be signed by a competent person.

.....

**PROFORMA-O**  
**FORMAT FOR UNDERTAKING (IN TERMS OF TENDER NO. CGI9761P22)**

(On Non-Judicial Stamp Paper of Rs. 100/-)                      TO BE NOTORISED

To  
GM-CONTRACTS  
OIL INDIA LIMITED  
GUWAHATI

Dear Sirs,

**UNDERTAKING/DECLARATION BY THE BIDDER IN RESPECT OF TENDER NO CGI9761P22**

This is in connection with the Bid submitted by me/us, ..... (Name of Bidder), against Tender No. **CGI9761P22** for “**HIRING OF ENGINEERING AND PROJECT MANAGEMENT CONSULTANT (EPMC) SERVICES FOR “CONSTRUCTION OF CENTRALIZED CORE REPOSITORY INSIDE OIL’S PHQ PREMISES AT NARANGI, GUWAHATI, ASSAM”**”

I/We, the afore mentioned Bidder against the subject tender, hereby declare that my/our quoted rates include the following -

- (a) Labour wages as per Minimum Wages Act and notifications issued by the Central Govt. from time to time, including P.F, insurance and Bonus.
- (b) Material and Equipment (if any) cost.
- (c) PPE cost.
- (d) IME (Initial Medical Examination) cost.
- (e) Other charges / cost including overheads, profit, insurance and handling charge..

I/We, the afore mentioned Bidder against the subject tender take note that minimum wages may increase from time to time as notified by statutory authority and Central Govt. and undertake that I/We shall not make Company (i.e. OIL) liable to reimburse me/us for such statutory increase in wage rates of the labours/workers engaged by me/us during the entire period of the contract, including extension if any. Currently, such increase in the wage rates is twice in a year. I/We have bid after considering this increase in wage rates for the entire period of Contract including extension provision.

I/We, the afore mentioned Bidder against the subject tender, further undertake that I/We will pay my/our workers the existing Daily wages as notified under the Minimum Wages Act from time to time by the Central Govt. and such statutory or any other increase in the wages rates including consequent increase in statutory contributions like provident fund etc. of contract labours engaged by me/us shall be borne solely by me/us during the entire period of the contract, including extension if any, without any cost implication whatsoever upon the Company.

I/We further agree and undertake that in case of any violation of the above undertaking, Oil India Limited (OIL) shall be at liberty to take appropriate action against me/us in terms of the Tender/Contract including but not limited to termination of contract and debarment from future

business with OIL. I shall duly comply with all the statutory obligations, more particularly under applicable labour laws. I further agree and undertake that in case of any dispute or claims arise out of my non-compliance of statutory obligations under the Contract, by the Labourers engaged by me or by any statutory authorities, I shall only be responsible for the same and hold the Company harmless against such dispute or claims. I further authorize the Company, in the event of my default or non-compliance of any statutory obligations, to deduct/recover and adjust such amount or claim against my Bills due under the Contract or against any other existing or future Contracts with the Company including performance security.

I/We declare that the information given above is true and any misstatement, misrepresentation, or suppression of facts in connection with the above undertaking may entail rejection of the bid and cancellation of contract, if awarded.

Yours faithfully,

1. Authorized Signatory with Seal

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(Bidder)

Place:-

Date:-

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**PROFORMA-P**

To,  
**General Manager (F&A)-PL**  
Oil India Limited  
Pipeline HQ, Narangi , Guwahati ,Assam-781171

Dear Sir,  
Sub: E-Payments vide RTGS/NEFT

I/We request and hereby authorise you to execute E-Payment vide RTGS/NEFT modes to My /Our Bank account as per the details given below:

**(A) BANK DETAILS**

1. Bank A/c No. ( Must Enclose Cancelled Cheque)
2. Account Type        Saving Bank/ Curent Account
3. Bank Branch
4. Bank Address
5. IFSC Code
6. MICR No.

**(B) VENDOR DETAILS :**

1. Vendor Code ( See the vendor code given in the PO/Contract)
2. Name
3. PAN No. (Must enclosed self-attested photo copy of PAN Card )
4. Address with Mobile/Telephone No.
5. ~~VAT TIN No.~~
6. ~~CST Regn. No.~~
7. GSTN. No.
8. ~~Central Excise Regn.No.~~
9. Email ID

I/We hereby declare that the particulars given above are correct and complete. I/We confirm that I/we shall bear the charges, if any levied by my/our bank for the credit in our above account through NEFT. If the transaction is delayed or lost because of incomplete or incorrect information, we would not hold the company responsible.

Thanking you,

Date: \_\_\_\_\_  
.....  
.....  
Authorized Signatory & Stamp

Bank Certificate

We confirm that the details given above are correct as per our records.

Date: \_\_\_\_\_  
Place: \_\_\_\_\_  
Official \_\_\_\_\_  
Signature, Code & Stamp of Authorised Bank

\*\*\*\*\*  
\_\_\_\_\_

**PROFORMA-Q**

**PROFORMA OF INDEMNITY BOND FOR SUPPLY OF MATERIALS BY PURCHASER/ OWNER**

(To be executed on non-judicial stamp paper of appropriate value)

WHEREAS OIL INDIA Ltd. (hereinafter referred to as "OIL") which expression shall unless repugnant to the context includes their legal representatives, successors and assigns having their Pipeline Headquarters at PO Udayan Vihar, Guwahati-781171, Assam has entered into an Contract with \_\_\_\_\_ (hereinafter referred to as the CONTRACTOR which expression shall unless repugnant to the context include their legal representatives, successors and assigns) for \_\_\_\_\_ on the terms and conditions as set out, inter-alia, in the Contract No..... Dated..... and various documents forming part thereof hereinafter collectively referred to as the "CONTRACT" which expression shall include all amendments, modifications and/or variations thereto.

AND WHEREAS

- i) OIL has agreed to supply to the CONTRACTOR, equipment, plants and materials (finished, semi-finished and raw) for the purpose of EXECUTION of the said CONTRACT by the CONTRACTOR (the equipment, plants and materials to be supplied by OIL to the CONTRACTOR, hereinafter for the sake of brevity referred to as the "said materials") and pending execution by the CONTRACTOR of the CONTRACT incorporating the said materials, the said materials shall be under the custody and charge of the CONTRACTOR and shall be kept, stored, altered, worked upon and/or fabricated at the sole risk and expense of the CONTRACTOR.
- ii) As a pre-condition to the supply of the said materials by OIL to the CONTRACTOR, OIL has required the CONTRACTOR to furnish to OIL an Indemnity Bond in the manner and upon terms and conditions hereinafter indicated.

NOW, THEREFORE, in consideration of the premises aforesaid the CONTRACTOR hereby irrevocably and unconditionally undertakes to indemnify and keep indemnified OIL from and against all loss, damage and destruction (inclusive but not limited to any or all loss or damage or destruction to or of the said materials or any item or part thereof by theft, pilferage, fire, flood, storm, tempest, lightning, explosion, storage, chemical or physical action or reaction, binding, warping, exposure, rusting, faulty workmanship, faulty fabrication, or faulty method or technique of fabrication, strike, riot, civil commotion, or other act or omission or commission whatsoever within or beyond the control of the CONTRACTOR, misuse and misappropriation (inclusive but not limited to the misuse or misappropriation by the CONTRACTOR and the CONTRACTOR's servants and/or agents) whatsoever to, or of in the said materials or any part of them thereof from the date that the same or relative part of item thereof was supplied to the CONTRACTOR up to and until the date of return to OIL of the said materials or relative part of item thereof or completed fabricated works(s) incorporating the said material and undertake to pay to OIL forthwith on demand in writing without protest or demur the value as specified by OIL of the said material or item or part thereof, lost, damaged, destroyed, misused and/or misappropriated, as the case may be or, together with OIL's costs and expenses (inclusive of but not limited to handling, transportation,

cartage, insurance, freight, packing and inspection costs/or expenses up to) and aggregate limit of

\_\_\_\_\_ (In words \_\_\_\_\_)

\_\_\_\_\_. Only).

AND THE CONTRACTOR hereby agrees with OIL that:

- i) This Indemnity/Undertaking shall be a continuing Indemnity/ Undertaking and shall remain valid and irrevocable for all claims of OIL arising hereunder up to and until the midnight of \_\_\_\_\_. However, if the CONTRACT for which this Indemnity/Undertaking is given is not completed by this date, the CONTRACTOR hereby agrees to extend the Indemnity/Undertaking till such time as is required to fulfill the CONTRACT.
- ii) This Indemnity/Undertaking shall not be determined by any change in constitution or upon insolvency of the CONTRACTOR but shall be in all respects and for all purposes be binding and operative until payment of all moneys payable to OIL in terms of hereof.
- iii) The mere statement of allegation made by or on behalf of OIL in any notice or demand or other writing addressed to the CONTRACTOR as to any of the said material or item or part thereof having been lost, damaged, destroyed, misused or misappropriated while in the custody of the CONTRACTOR and/or prior to completion of the completed fabricated work(s) and delivery to job site thereof incorporating the said materials shall be conclusive of the factum of the said material or item or part thereof having been supplied to the CONTRACTOR and/or the loss, damage, destruction, misuse or misappropriation thereof, as the case may be, while in the custody of the CONTRACTOR and/or prior to the completion of the completed fabricated work(s) and delivery to job site thereof incorporating the said materials without necessity on the part of OIL to produce any documentary proof or other evidence whatsoever in support of this.
- iv) The amount stated in any notice of demand addressed by OIL to the CONTRACTOR as to the value of such said materials lost, damaged, destroyed, misused or misappropriated, inclusive relative to the costs and expenses incurred by OIL in connection therewith shall be conclusive of the value of such said materials and the said cost and expenses as also of the amount liable to be paid to OIL to produce any voucher, bill or other documentation or evidence whatsoever in support thereof and such amount shall be paid without any demur and on demand and no dispute shall be raised concerning the same.

The undersigned has full power to execute this Indemnity Bond on behalf of the CONTRACTOR under the Power of Attorney dated \_\_\_\_\_.

Place:

Dated:

(SIGNED BY COMPETENT AUTHORITY)  
Official seal of the CONTRACTOR



**PROFORMA-S****“CURRICULUM VITAE” OF BIDDER’S PERSONNEL**

Personnel Proposed for providing XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX

1. NAME :
2. DATE OF BIRTH :
3. NATIONALITY :
4. EDUCATION QUALIFICATION:
5. EXPERIENCE :
  - i) Total experience :
  - ii) Years of experience in the field of providing consultancy services for type of projects as sought under BEC (Technical):
  - iii) Number of assignments (in which he person was earlier associated):

Name of the Employer	Name of the Client	Name of the Project	Year of Execution

- iv) Length of experience in the bidder’s firm:
- v) Position held in the bidder’s firm:
9. Language known :
  - a) Speak :
  - b) Read :
  - c) Write :

Note: For each person, a separate page in format as above shall be used.

**(SEAL & SIGNATURE OF THE TENDER)**

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## **CERTIFICATE FOR RESTRICTION OF PROCUREMENT**

Format for Undertaking by Bidders towards compliance of office memorandum F. No. 6/18/2019-PPD dated 23rd July, 2020 (Public Procurement no. 1) issued by Department of Expenditure, Ministry of Finance, Govt. of India (To be typed on the letter head of the bidder)

Ref. No. \_\_\_\_\_

Date \_\_\_\_\_

Tender No. \_\_\_\_\_ dtd. \_\_\_\_\_

OIL INDIA LIMITED

.....

.....

Dear Sirs,

“We have read the clause regarding restrictions on procurement from a bidder or a country which shares a land border with India; We certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority. We hereby certify that this bidder fulfils all requirements in this regard and is eligible to be considered.

[Where evidence of valid registration by the Competent Authority shall be attached.]”

We also agree that, during any stage of the tender/contract agreement, in case the above information/documents submitted by us are found to be false, Oil India Limited has the right to immediately reject our bid/terminate contract at any stage and carry out further legal action on us in accordance with law.

Yours faithfully,

For (type name of the firm here)

Signature of Authorised Signatory Name :

Designation :

Phone No.

Place :

Date :

(Affix Seal of the Organization here, if applicable)

Note : This form should be returned along with offer duly signed.

**PROFORMA-U**

**PROFORMA FOR SELF DECLARATION FOR LOCAL CONTENT**

(On Bidder's Letter Head)

**TENDER ENQUIRY NO. ....**

I/We, the undersigned, .....(full names), do hereby declare, in my / our capacity as .....of ..... (name of bidder entity), the following:

- a) I / We have satisfied myself / ourselves that the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid document (refer Annexure no X)
- b) The local content has been calculated using the formula given in the “**Appendix**” contained in the Annexure-X referred above and the provisions as detailed in the PPLC amended policy attached therein.
- c) The Stipulated minimum threshold for Local content for the tendered items as **20%** is hereby met and we qualify as **Class I Local Supplier/ Class-II Local Supplier** as defined under clause no. 2.5 of the PPLC amended Policy document
- d) Local content for \_\_\_\_\_ (product name) is certified as \_\_\_\_\_%, as calculated in terms of the PPLC amended policy.

*Note: If the bid is for more than one product, a schedule of the local content product-wise shall be attached.*

- d) I/ We also declare that Local Content certificate shall be submitted along with each invoice raised by us after the contract has been awarded and we will ensure that the percentage of minimum local content as per the Class of supplier shall be maintained during all stages of execution of contract.

**Proforma of Bank Guarantee towards Purchase Preference – Local Content**

Ref. No. \_\_\_\_\_

Bank Guarantee No. \_\_\_\_\_

Dated \_\_\_\_\_

To  
Oil India Limited\_\_\_\_\_  
India

Dear Sirs,

1. In consideration of \_\_\_\_\_ (hereinafter referred to as OIL, which expression shall, unless repugnant to the context or meaning thereof, include all its successors, administrators, executors and assignees) having entered into a CONTRACT No. \_\_\_\_\_ dated \_\_\_\_\_ (hereinafter called 'the CONTRACT' which expression shall include all the amendments thereto) with M/s \_\_\_\_\_ having its registered/head office at \_\_\_\_\_ (hereinafter referred to as the 'CONTRACTOR') which expression shall, unless repugnant to the context or meaning thereof include all its successors, administrators, executors and assignees) and OIL having agreed that the CONTRACTOR shall furnish to OIL a Bank guarantee for India Rupees/US\$ \_\_\_\_\_ for the faithful fulfillment of conditions pertaining to Local Content in accordance with the value mentioned in the certificate of Local Content submitted by the contractor for claiming purchase preference under the Purchase Preference Policy (linked with Local Content).
  
2. We (name of the bank) \_\_\_\_\_ registered under the laws of \_\_\_\_\_ having head/registered office at \_\_\_\_\_ (hereinafter referred to as "the Bank", which expression shall, unless repugnant to the context or meaning thereof, include all its successors, administrators, executors and permitted assignees) do hereby guarantee and undertake to pay to OIL immediately on first demand in writing any / all money to the extent of Indian Rs./US\$ (in figures) \_\_\_\_\_ (Indian Rupees/US Dollars (in words) \_\_\_\_\_) without any demur, reservation, contest or protest and/or without any reference to the CONTRACTOR. Any such demand made by OIL on the Bank by serving a written notice shall be conclusive and binding, without any proof, on the bank as regards the amount due and payable, notwithstanding any dispute(s) pending before any Court, Tribunal, Arbitrator or any other authority and/or any other matter or thin whatsoever, as liability under these presents being absolute and unequivocal. We agree that the guarantee herein contained shall be irrevocable and shall continue to be enforceable until it is discharged by OIL in writing. This guarantee shall not be determined, discharged or affected by the liquidation, winding up, dissolution or insolvency of the CONTRACTOR and shall remain valid, binding and operating against the bank.
  
3. The Bank also agrees that OIL at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance, without proceeding against the CONTRACTOR and notwithstanding any security or other guarantee that OIL may have in relation to the CONTRACTOR's liabilities.
  
4. The Bank further agrees the OIL shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said CONTRACT or to extend time of performance by the said CONTRACTOR(s) from time to time or to postpone for any time or from time to time exercise of any of the powers vested in OIL against the said CONTRACTOR(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relived from our liability by reason of any such variation, or extension being granted to the said CONTRACTOR(s) or for any forbearance, act or omission on the part of OIL or any indulgence by OIL to the said CONTRACTOR(s) or any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

5. The Bank further agrees that the Guarantee herein contained shall remain in full force during the period that is taken for the performance of the CONTRACT and all dues of OIL under or by virtue of this CONTRACT have been fully paid and its claim satisfied or discharged or till OIL discharges this guarantee in writing, whichever is earlier.
6. This Guarantee shall not be discharged by any change in our constitution, in the constitution of OIL or that of the CONTRACTOR.
7. The Bank confirms that this guarantee has been issued with observance of appropriate laws of the country of issue.
8. The Bank also agrees that this guarantee shall be governed and construed in accordance with Indian Laws and subject to the exclusive jurisdiction of Indian Courts of the place from where the purchase CONTRACT has been placed.
9. Notwithstanding anything contained herein above, our liability under this Guarantee is limited to INR in figures) \_\_\_\_\_ (Indian Rupees/US Dollars (in words) \_\_\_\_\_) and our guarantee shall remain in force until \_\_\_\_\_ (indicate the date of expiry of bank guarantee).

Any claim under this Guarantee must be received by us before the expiry of this Bank Guarantee. If no such claim has been received by us by the said date, the rights of OIL under this Guarantee will cease. However, if such a claim has been received by us within the said date, all the rights of OIL under this Guarantee shall be valid and shall not cease until we have satisfied that claim.

In witness whereof, the Bank through its authorized officer has set its hand and stamp on this \_\_\_\_\_ date of \_\_\_\_\_ 20\_\_ at \_\_\_\_\_

\_\_\_\_\_  
(Signature)  
Full name, designation and address  
(in legible letters)  
With Bank

Attorney as per power of  
Attorney No. \_\_\_\_\_

Dated \_\_\_\_\_

**PROFORMA-W**

## CHECKLIST

DATE:

TENDER NO: CGI9761P22

BIDDER:

☑ = SUBMITTED, ☐ = NOT SUBMITTED

<i>DOCUMENTS TO BE SUBMITTED ALONG WITH THE BID</i>	<i>SUBMITTED/NOT SUBMITTED</i>	<i>REMARKS</i>
Price Schedule Format, (Proforma-A)		
Bid Form, (Proforma-B)		
Statement of Non-Compliance, (Proforma-C)		
Bid Security declaration Form (Proforma-D)		
Performance Security Form, (Proforma-E)		
Sample Agreement Form (Proforma-F)		
Proforma of Letter of Authority (Proforma-G)		
Authorisation for Attending Bid Opening (Proforma-H)		
Integrity Pact (Proforma -I)		
Safety Measures (Proforma – J)		
Certificate of Compliance of Financial Criteria (Proforma –L)		
Format of undertaking by Bidders towards submission of authentic information/documents (Proforma –M)		

**E-TENDER: CGI9761P22**

E-remittance format (Proforma –N)		
Format for undertaking (Proforma-O)		
E–Payments vide RTGS/NEFT-(Proforma –P)		
Format of indemnity bond for supply of materials by purchaser/ owner-(Proforma –Q)		
Commercial check List (Proforma –R)		
CV OF EPMC PERSONNEL(PROFORMA-S)		
Certificate For Restriction Of Procurement Proforma-T		
Proforma for self declaration of local content-Proforma U		
Bank Guarantee towards Purchase Preference – Local Content-Proforma V		
APPENDIX-A		
GENERAL HSE POINTS		
Appendix-B		
Procedure for obtaining Labour License under Contract		
Labour (R&A) Act, 1970 & Central Rules-1971		
Appendix-C		
STARTUP AND MSE VENDORS		

**GENERAL HSE POINTS**

1.0 It will be solely the Contractor's responsibility to fulfil all the legal formalities with respect in the Health, Safety & Environmental aspects of the entire job (namely, the persons employed by him, the equipment, the environment etc.) under the jurisdiction of the district of that state where it is operating. Ensure that all sub-Contractors hired by him comply with the same requirement as the Contractor himself and shall be liable for ensuring compliance all HSE laws by the sub or sub-Contractors.

2.0 Every person deployed by the Contractor in a mine must wear safety gadgets to be provided by the Contractor. The Contractor shall provide proper Personnel Protective Equipment as per the hazard identified and risk assessed for the job and conforming to statutory requirement and the Company PPE schedule. Safety appliances like protect footwear, safety helmet and full body harness has to be DGMS approved. Necessary supportive document shall have to be submitted as proof. If the Contractor fails to provide the safety items as mentioned above to the working personnel, the Contractor may apply to the Company (OIL) for providing the same. OIL will provide the safety items, if available, but in turn. OIL will recover the actual cost of the items by deducting from Contractor's bill. However, it will be the Contractor's sole responsibility to ensure that the persons engaged by him in the mines use the proper PPE while at work. All the safety gears mentioned above are to be provided to the working personnel before commencement of the work.

3.0 The Contractor shall prepare written Safe Operating Procedure (SOP) for the work to be carried out, including as assessment of risk, wherever possible and safe methods to deal with it/them. The SOP should clearly state the risk arising to men, machineries and materials from the mining operation/operations to be done by the Contractor and how it is to be managed.

4.0 The Contractor shall provide a copy of SOP to the person designated the Mine Owner who shall be supervising the Contractor's work.

5.0 Keep an up to date SOP and provide a copy to changes to a person designed by the Mine Owner/Agent/Manager

6.0 The Contractor has to ensure that all work is carried out in accordance with the Statute and SOP and for the purpose he may deploy adequate qualified and competent personnel for the purpose of carrying out the job in a safe manner. For work of a specified scope/nature, he should develop and provide to the Mine Owner a site

7.0 All persons deployed by the Contractor for working in mine must undergo Mines Vocational Training, initial medical examination, PME. They should be issued cards stating the name of the Contractor and the work and its validity period, indicating status of MVT, IME & PME.

8.0 The Contractor shall submit to DGMS indicating – name of his firm Registration Number, name 7 Address of person heading the firm, nature of work, type of deployment of work persons, No. of work persons deployed, how many work persons hold VT Certificate, how many work persons undergone IME and type of medical coverage given to the work persons.



9.0 The return shall be submitted quarterly (by 10th of April, July, October & January) for contracts of more than one year. However, for contracts of less than one year, returns shall be submitted monthly.

10.0 It will be entirely the responsibility of the Contractor/ his Supervisor/Representative to ensure strict adherence to all HSE measures and statutory rules during operation in Oil's installations and safety of workers engaged by him. The crew members will not refuse to follow any instruction given by the Company's Installation Manager/Safety Officer/Engineer/Official/Supervisor/Junior Engineer for safe operation.

11.0 Any compensation arising out of the job carried out by the Contractor whether related to pollution, Safety or Health will be paid by the Contractor only.

12.0 Any compensation arising due to accident of the Contractor's personnel while carrying out the job, will be payable by the Contractor.

13.0 The Contractor shall have to report all incidents including near miss to installation manager/Departmental Representative of concerned department of OIL.

14.0 The Contractor has to keep a register of the persons employed by him/her. The Contractor's supervisor shall take and main attendance of his men every day for the work, punctuality.

15.0 If the Company arranges any safety class/training for the working personnel at site (Company employees, Contractor worker etc.) the Contractor will not have any objection to any such training.

16.0 The health check-up of Contractor's personnel is to be done by the Contractor in authorized Health

Centres as per Oil's requirement & proof of such test(s) is to be submitted to OIL. The frequency of periodic medical examinations should be every five years for the employees below 45 years of age and every three years for employees of 45 years of age and above.

17.0 To arrange daily tool box meeting and regular site safety meeting and maintain records.

18.0 Records of daily attendance, accident report etc. are to be maintained in Form B, E, J (as per Mines Rules 1955) by the Contractor.

19.0 A Contractor employee must, while at work, take reasonable care for the health and safety of people who are all the employee's place of work and who may be affected by the employee's act or omissions at work.

20.0 A Contractor employee must, while at work, co-operate with his or her employer or other persons so far as is necessary to enable compliance with any requirement under the act or the regulations that is imposed in the interest of health, safety and welfare of the employee or any other person.

21.0 Contractor's arrangements for health for health and safety management shall be consistent with those for the mine owner.

22.0 In case Contractor is found non-compliant of HSE laws as required the Company will have the right for directing the Contractor to take action comply with the requirements, and for further noncompliance, the Contractor

23.0 When there is a significant risk to health, environment or safety of a persons or pace arising because of a non-compliance of HSE measure the Company will have the right to direct the Contractor to cease work until the non-compliance is corrected.

24.0 The Contractor should prevent the frequent change of his contractual employees as far as practicable.

25.0 The Contractor should frame a mutually agreed bridging document between OIL and the Contractor with roles and responsibilities clearly defined.

26.0 For any HSE matters not specified in the Contract document, the Contractor will abide the relevant and prevailing Acts/Rules/Regulations pertaining to Health, Safety and Environment.

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**Appendix-B**

**Procedure for obtaining Labour License under Contract Labour (R&A) Act, 1970 & Central Rules-1971**

Every Contractor to whom this Act applies shall execute any work through Contract Labour only after obtaining valid license from Licensing Officer. To obtain license contractor is required to submit:

- i) Application in Form IV in triplicate duly filled (Name of the Proprietor/Partner or the Directors/Responsible person in case of firm/company, complete postal address including Pin Code number, Telephone Number, Fax Number & E-mail address, if any), correct details of PE and work to be executed etc. correctly against all columns;
- ii) In case contractor is registered under the Companies Act and applicant is other than Director then he should be holding valid Power of Attorney.
- iii) Original Form-V issued by PE
- iv) Demand Draft for license fees and security deposit payable in favour of Regional Labour Commissioner Guwahati along with duly filled central challan (in TR-6) duly signed by applicant in quadruplicate for each demand draft;
- v) Copy of Work Order;
- vi) Copy of Partnership Deed and in case of Company, the application should be accompanied with Memorandum of Association/Article of Association;

Note: 1. Application form complete in all respect shall be either personally delivered to the Licensing Officer or can be sent by Registered A.D. Post.

2. Contractors, may intimate Dy. Chief Labour Commissioner, Guwahati, for expediting/suitable action if they do not receive license nor any communication within a week.

3. Contractors are not required to visit office of Licensing Officer unnecessarily for obtaining license until and unless they have been specifically advised to appear in person. Appearance of contractors in the office of licensing officer for obtaining license by persuasion will be viewed seriously.

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**Appendix-C**

**STARTUP AND MSE VENDORS**

In case a Startup [defined as per Ministry of Commerce and Industry (Department of Industrial Policy and Promotion, DIPP) latest notification]/ MSE is interested in supplying the tendered item but does not meet the Pre-Qualifying Criteria (PQC)/ Proven Track Record (PTR) indicated in the tender document, the Startup/MSE is requested to write a detailed proposal separately, and not against the present tender requirement, to the tender issuing authority about its product. Such proposals shall be accompanied by relevant documents in support of MSE (where applicable) or in case of Startup, following documents shall be given:

- Certificate of Recognition issued by the Department of Industrial Policy and Promotion, Ministry of Commerce and Industry, Government of India.

1. Certificate of incorporation.
2. Audited Profit & Loss (P&L) Statement of all the Financial Years since incorporation. In case where the Balance sheet has not been prepared, bidder shall submit a certificate in original from its CEO/CFO stating the turnover of the bidding entity separately for each Financial Years since incorporation along with a declaration stating the reason for not furnishing the audited P&L Statement. This certificate shall be endorsed by a Chartered Accountant/Statutory Auditor.

The Proposal shall be examined by OIL and OIL may consider inviting a detailed offer from the Startup/MSE with the intent to place a TRIAL or TEST Order, provided the Startup/MSE meets the Quality and Technical Specifications.

In case the Startup/MSE is successful in the Trial Order, the vendor shall be considered for PQC exemption/relaxation (as the case may be) for the next tender for such item till the time it remains a Startup/MSE.

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